Request for Proposal

For A

Work Management System (WMS)
&
Customer Relationship Management System (CRM)

City of Bismarck, ND

♦

Issue Date: February 12, 2016
Closing Date: March 11, 2016

Pre-Proposal Meeting (Non-Mandatory): February 19, 2016

Proposal Submission

Proposal Due Date: March 11, 2016

Submit to City: 1 printed, signed, original technical proposal and signed addenda,
5 copies of original technical proposal,
1 CD/USB drive containing an electronic version of the technical proposal
and any supporting documentation, including the following files:
      City of Bismarck - WMS and CRM Selection - Specifications.xlsx
      City of Bismarck - WMS and CRM Selection - Vendor Forms.docx

1 printed, signed, original cost proposal,
1 copies of original cost proposal, and
5 copies of original cost proposal, and
1 CD containing an electronic version of the cost proposal, including the
following file:
      City of Bismarck - WMS and CRM Selection - Pricing Forms.xlsx

Send to:
Wayne Stoppler
IT/GIS Manager
221 N 5th Street
PO Box 5503
Bismarck ND 58506-5503

Submit to Plante & Moran: 1 COPY of original technical proposal and the cost proposal;
1 CD/USB drive containing an electronic version of the technical proposal,
cost proposal, and the following documents:
      City of Bismarck - WMS and CRM Selection - Specifications.xlsx
      City of Bismarck - WMS and CRM Selection - Pricing Forms.xlsx
      City of Bismarck - WMS and CRM Selection - Vendor Forms.docx

Send to:
Plante & Moran, PLLC
Attn: Ms. Kim Szlachetka
27400 Northwestern Hwy
P.O. Box 307
Southfield, MI 48037-0307

Important Notice:
Effective immediately upon release of this request for proposal (RFP), and until notice of contract
award, all official communications from proposers regarding the requirements of this RFP shall be
directed to:

Christopher Blough
Project Manager, Plante Moran
Christopher.Blough@plantemoran.com

Plante Moran will provide updates through the City's website, representing all official changes,
modifications, responses to questions, or notices relating to the requirements of this RFP. Any other
information of any kind from any other source shall not be considered official, and proposers relying
on other information do so at their own risk.

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Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	February 12, 2016
Vendor pre-proposal meeting	February 19, 2016 at 1:00 PM CST
Deadline for clarification questions	March 1, 2016 at 4:00 PM CST
Intent to propose form due	March 4, 2016 at 4:00 PM CST
Final addenda released	March 4, 2016
Vendor proposals due	**March 11, 2016 at 4:00 PM CST**
Notification of demonstration dates	Early April 2016
Demonstrations of software	April 26-28, 2016
Site visits and other due diligence	Early May 2016
Contract negotiations and award	Late May 2016
Proposed implementation start date	Fall 2016 (Tentative)

1   Introduction

1.1   Overview

The City of Bismarck, ND is interested in soliciting proposals from qualified providers of municipal software whose product offering meets or exceeds current City requirements and whose complete product offering provides a robust solution set that will allow the City to continue to leverage this investment well into the future as the needs of the City grow and evolve. Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subconsultant basis. **The City intends to contract with a single firm and not with multiple firms doing business as a joint venture.   Prime vendors are welcome to establish subconsulting partnerships with other vendors to represent a complete, integrated, and cost-effective solution. This includes CRM, Fleet, and/or Facilities Management capabilities, along with others, that may not be native to the prime vendor's products. The prime vendor will be responsible for the successful delivery of its subconsultant(s) implementation services and satisfactory performance of the requirements outlined in this RFP.**

The visual on the following page depicts the solution set of software that the City is considering for purchase as part of this solicitation as follows:

- **Core WMS Systems**- City intends to consolidate its existing WMS applications currently in use by either extending the capabilities of an existing product or replacing the products identified as part of this procurement.
- **City Extended WMS Systems**- Represents the legacy systems or subsystems identified that are also anticipated to be incorporated into the future system(s) covered by this procurement.
- **Possible WMS System Interfaces** – Current City software where integrations are possible

Current Work Management System Applications & Tools Diagram
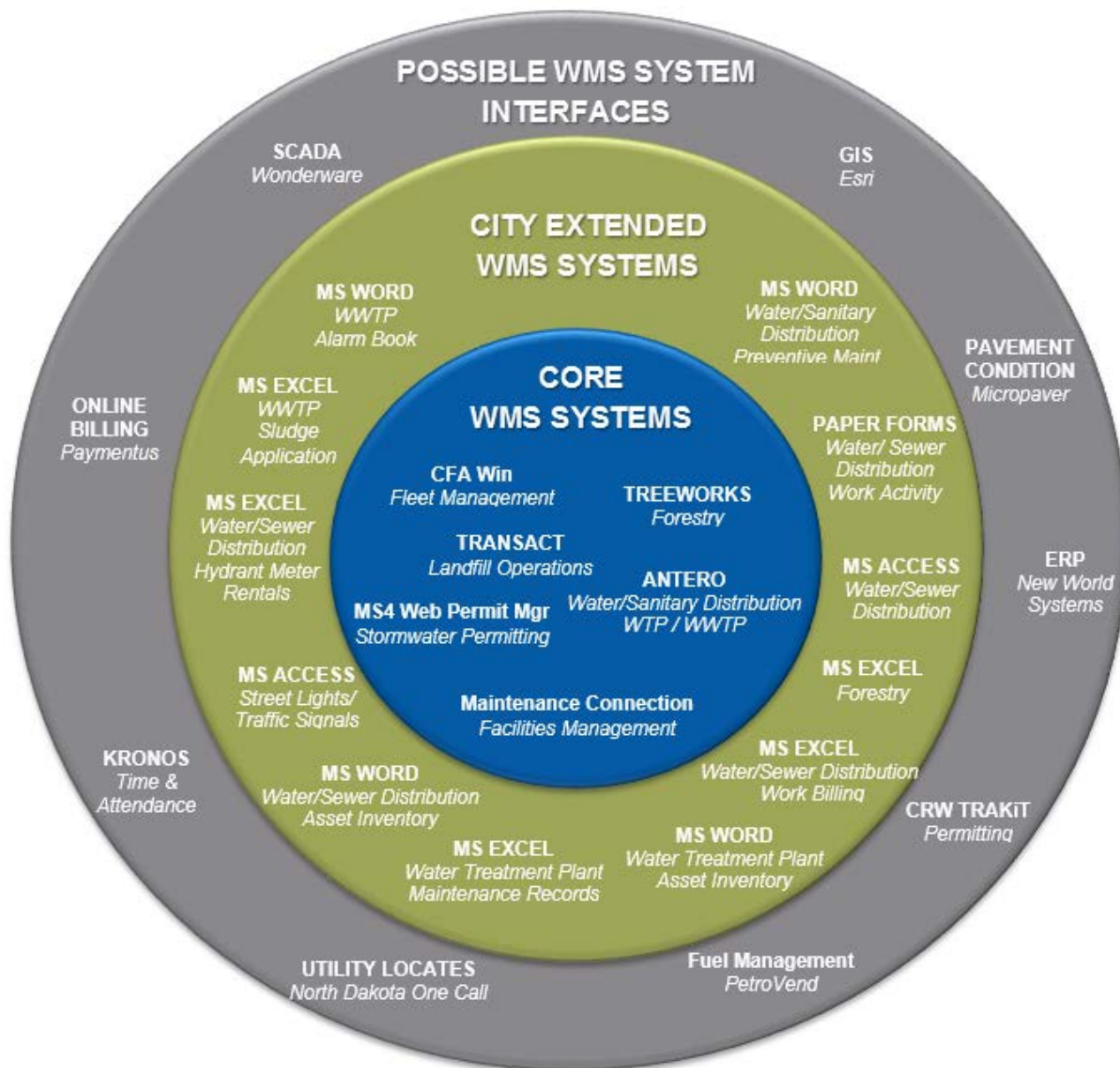
Definitions
The following definitions are used in the RFP:
- **Client or City** means the City of Bismarck, ND
- **Plante & Moran, PLLC**: The City's consultant and co-project manager for the project.
- **Vendor or Proposer** means a firm, company or organization submitting a proposal in response to this RFP.
- **WMS, Work Management System & CRM, Customer Relationship Management,** the system or software means the software solution that the successful Vendor responding to this RFP will be responsible for providing

1.2   City Background

The City of Bismarck performed an enterprise Work Management System (WMS) Assessment during the summer of 2015. The assessment's scope included a broad range of municipal service areas including public works (service operations), public works (utilities), facilities management, public safety, IT/GIS, event center, airport, and finance operations areas. Together, these service areas are responsible for overseeing the City's $600 million capital asset inventory. The business needs shared among the 20 service areas identified within the earlier needs assessment the City conducted (http://www.bismarcknd.gov/DocumentCenter/View/24035):

- **Increase Citywide Visibility of Work Activity Status:** Staff seek access to work requests and activity status for all work in process and leverage workflow capabilities to standardize processes. This includes anticipated-actual start dates and target-actual close dates of completion across all service areas.

- **Responsively Address Citizen Service Inquiries:** Provide a means to communicate and effectively manage service requests and work order status between City staff and the public from request submission through completion of the work to satisfy the request.

- **Prevent Knowledge Loss:** Prevent institutional knowledge loss by capturing asset maintenance procedures applied to past work activities and retrieve history where business needs are identified.

- **Facilitate Work Management Planning / Enforce Preventive Maintenance:** In combination with process optimization, the adoption of technology to structure, standardize, and enforce proactive maintenance approaches is critical to the mission of each service area.

- **Establish a Common Operating Picture:** Provide one current view of the City's infrastructure data and eliminate conflicting information, shadow systems (e.g., spreadsheets, multiple systems with the same functionality). This includes the ability to report actual performance achieved using measures identified by the service areas to represent achievement.

City of Bismarck | Selected Capital Asset Infrastructure Statistics

Asset Type	Quantity	Asset Type	Quantity
Paved Streets	350 miles	Street Lights	8,436
Traffic Signals	107	Sanitary Sewers	300 miles
Airport	259,734 passengers/year	Storm Sewers	148 miles
Water Mains	356 miles/3,538 hydrants	Water Treatment Capacity (gallons/day)	30,000,000
Water Customers	20,693 accounts	Waste Collection Trucks	20 vehicles
Building Structures	30+	Waste Water Treatment Capacity (gallons/day)	7,500,000
Street/Park Trees	29,000+	Utility Locates (annually)	8,000

City of Bismarck | Business Areas Participating in the WMS Assessment

Department	Service Area	Department	Service Area
Airport Operations	Airport	Public Works: (Utilities)	Water Treatment Plant
Public Works: (Service Operations)	Building Maintenance		Waste Water Treatment Plant
	Fleet		Utility Billing
	Forestry		Water & Sanitary Sewer System Distribution
	Street Lights/Traffic Signals	Finance	IT/GIS
	Landfill/Solid Waste	Finance	Finance
	Roads & Streets	Police	Police
Engineering	Engineering	Fire	Fire
Combined Communications	Dispatch	Public Works (Utilities)	Storm Water
Event Center	Event Center	Public Health	Public Health/Environmental Health

The City's Work Management Solution (WMS) environment is made up of multiple service area specific systems with independent approaches to work management. There is very little integration between the existing systems in place. GIS data has been integrated with desktop and enterprise databases but it has been limited to a few service areas. City staff deliver a high level of service using a number of processes and tools with limited capabilities to manage work.

The City wishes to modernize its current WMS technology environment and review business processes so that the new technology supports best practice processes and operation improvements. Utilizing an integrated WMS and CRM System will provide City staff with the means to adopt best practices, streamline processes, manage costs, and promote transparent access to work activity information. This will support the City as it strives to provide an exceptional level of service to a growing population.

1.3   Current WMS Application Environment

*Legend for Current Applications		
Legend Code		**Description**
R	Replacement	The City is intending on replacing this application with the selected solution.
C	Consider	The City is considering replacing this application with the selected solution, based on the strength of the finalist Vendor offering and cost / benefit of the replacement module
M	Maintain	The City is intending on retaining the application, not replacing it thru this effort
I	Interface	The City is intending on keeping the application and interfacing/integrating it with the selected solution.

Current WMS Related Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected WMS Module	Data Source for Conversion?
Maintenance Connection	WMS in use by the Building Maintenance staff. Used by staff from other service areas to create service requests for building-related issues.	Building Maintenance	C	Facilities Management	Yes
Antero Maintenance Data Management – AllMax Software	WMS used by the department staff interacting with the City water system to manage work.	Water Distribution and Sanitary Sewers Water Treatment Plant Wastewater Treatment Plant	R	Work Order Management, Asset Lifecycle Management	Yes
CFAWin	Fleet management software. An interface may be required with a future WMS to view work order status and service requests.	Fleet Services	C	Fleet Management	Yes
TransAct Interact Solutions - AWS	Shows the material in the landfill that is being collected from the scale and the weight of collected material, which is provided to the state annually	Solid Waste Utility/Landfill	R	Inventory Management	No
TreeWorks – TKG	GIS extension for tracking trees	Forestry	R	Asset Registry	Yes
Microsoft Word - Alarm Response Book	A record that tracks the response to plant alarms for knowledge sharing between plant operators	Wastewater Plant	R	Work Order Management	No
Microsoft Excel – Sludge Application Program	Spreadsheet tracking the City's sludge application program	Wastewater Plant	R	Work Order Management	No

Current WMS Related Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected WMS Module	Data Source for Conversion?
Microsoft Excel – Various Spreadsheets	Abatement tracking and various other uses	Forestry	R	Work Order Management	No
Paper Work Orders	Used to track various activities, such as meter installation, shut-offs, etc.	Water Billing	R	Work Order Management	No
Microsoft Access – Work Activities (Water / Sewer Distribution)	Work activity for various assets is tracked here, including: hydrants, water main breaks, curb stop leaks, and jettings and sanitary sewer overflows	Water Distribution & Sanitary Sewers	R	Asset Lifecycle Management, Work Order Management	Yes
Microsoft Access – Work Activities (Street Lights/Traffic Signals)	Work activities for various assets includes: Replacement schedules (whiteway lights, traffic signals, LED modules), repair histories (signal light maintenance), preventive maintenance (conductor heads), and maintenance programs (warning sirens, faults)	Street Lights/Traffic Signals	R	Asset Lifecycle Management, Work Order Management	Yes
Paper Forms – Work Activity	Work activity for various assets is tracked, such as: manholes, gate valves, inlets, and hydrants	Water Distribution & Sanitary Sewers	R	Asset Lifecycle Management, Work Order Management	No
Microsoft Excel – Work Billing	If any of the aforementioned work activity needs to be billed, it is tracked here.	Water Distribution & Sanitary Sewers	R	Work Order Management	No
Microsoft Word – Asset Inventory	Assets are tracked for pumps and lift stations, such as information on manufacturers.	Water Distribution & Sanitary Sewers	R	Asset Registry	Yes

Current WMS Related Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected WMS Module	Data Source for Conversion?
Microsoft Excel – Hydrant Meter Rentals	Hydrant meter rentals that need to be billed are tracked here and given to Finance staff to perform.	Water Distribution & Sanitary Sewers	R	Work Order Management	No
Microsoft Word – Preventive Maintenance Schedules	A schedule of preventive maintenance that needs to occur is tracked here.	Water Distribution & Sanitary Sewers	R	Asset Lifecycle Management	Yes
Microsoft Word and Excel – Asset Inventory and Maintenance Records	These spreadsheets and documents are set-up to track asset data and history in a parent-child relationship (folders for each building, then process, then item). They are stored on a personal computer.	Water Treatment Plant	R	Asset Registry, Asset Lifecycle Management	Yes
Microsoft Excel Printout – Preventive Maintenance	A printout of a spreadsheet is used to track weekly cyclical work that needs to be completed. Another printout is used for quarterly cyclical work.	Water Treatment Plant	R	Asset Lifecycle Management	Yes
Paper Form – Work Orders	Sometimes, work order forms are printed and filled out with basic information about work that needs to be completed.	Water Treatment Plant	R	Work Order Management	No
Notebooks – Asset History	Large pieces of equipment have a notebook that describes the asset's history.	Water Treatment Plant	R	Asset Lifecycle Management	No
Quicken	Used for tracking historical costs of airfield maintenance activities	Airport	R	Asset Lifecycle Management	No
SysAid	Used for tracking internal information technology service desk incidents	Finance and IT/GIS	C	Work Order Management	Yes

Current WMS Related Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected WMS Module	Data Source for Conversion?
PetroVend	Used for fuel dispensing and vehicle operations management	Fleet Services	I	Work Order Management	No
CRW Systems TRACKiT	Used for capturing permitting information related to new water meter installation requests	Community Development	I	Service Request and Work Order Management	No
New World Systems - Logos Utility Billing	Used for capturing utility billing information	Utility Billing	I	Service Request and Work Order Management	No

1.4   Current Technical Environment

The City has established technology standards and would prefer to adhere to them as part of the implementation of the WMS and CRM. The tables below provide Vendors with a current summary of the City's network and computing environments, and standards.

As part of the proposal process Vendors will be required to submit significant technical detail about the proposed solution detailed in section 3.4 of this RFP. In preparing responses, Vendors must remain diligent in referencing this table to assure that responses clearly identify:

- Areas of known or potential conflict between the Vendors proposed solution and the City's defined environments
- Recommendations of how best to implement and operate the proposed solution within the City's defined environments

1.4.1   City Technical Standards

Technology Standards	Current
Backup solution	Symantec Backup Exec
Business application environment	Microsoft Office
Desktop hardware	HP (PC & Laptops), 10 Lenovo laptops
Desktop operating system	Windows 7, Testing Windows 10
Email system	Microsoft Exchange 365
Firewall	Juniper SSG's (State Configured)
Geographic information system (GIS)	Esri ArcGIS
Handheld devices	iOS, Android
Imaging/content management system	Advanced Processing & Imaging - API
Interactive voice response system	N/A
Internet browser	IE 10 & 11, (Firefox & Chrome as needed)
Network operating system	Microsoft Server
Proxy server	State ITD maintained
Relational databases	Microsoft SQL Server 2008 & 2012
Remote access	Microsoft Virtual Desktop
Report writer	No Standard - Cognos and Crystal
Server hardware	IBM & Lenovo
Server operating system	Microsoft 2008 R2, 2012
Server virtualization	VMware
User authentication	Active Directory
Virus scanning software	Symantec End Point
Web server software	MS IIS, Apache

1.5   Expected Scope of System Solution

The City is requiring that responding vendors propose a complete WMS/CRM solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor.

Vendor proposals must include functionality that satisfies the **<u>entire</u>** scope of core application software. An outline of the required software system solution has been provided as follows:

Software:
- Work Management
  - Service Request / Citizen Relationship Management (CRM)
  - Planning
  - Scheduling
  - Execution
  - Completion
- Inventory Management
- Outsourcing
- Field Mobility
- Facilities Management
- Fleet Management
- Any other necessary software components to support the proposed Core Application Software solution

Services:
- **Required Services**
  - Project Management
  - Hardware design and installation consulting
  - Software Installation
  - Data Conversion
  - Report Development
  - Integration and Interface Development
  - Software Modifications
  - Implementation and Training Services
  - Change Management
  - Knowledge Transfer to Staff
  - System Documentation Development
  - Operational Redesign Assistance
  - Ongoing Support and Maintenance Services
- **Optional Services**
  - On-Going Hosting Services

The City is evaluating options for a City-hosted solution with a traditional, perpetual use licensing option and a Vendor-hosted solution (Private Cloud (ASP) / Public Cloud (SaaS) with associated managed services. It is optional, but not mandatory, for Vendors to provide both solutions as part of their RFP response. If a Vendor does propose both approaches any differences in capabilities between each should be clearly noted in the appropriate sections of the RFP response.

Additional details and descriptions related to the specifics of the expected scope can be found in section 3 – Proposal Response Format.

1.6 Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual & estimated amounts for the current environment.

Operating Volumes/Standards	Current
City of Bismarck	
Population (2015 Estimate)	68,601
Form of Government	City (Commission-Administrator)
Jurisdictional Area (Square Miles)	31
Residential Units (Occupied Housing Units Census 2010)	27,263
Number of Service Areas	20
Budget (General Fund)	$46,927,059
Budget (Utilities)	$58,144,311
Budget (Central IT/GIS)	$1,424,689
Budget (All Funds)	$216,086,030
Total Staff (FTE)	617
Number of IT/GIS users	816
Number of WMS System Users (Total Current)	50
Number of WMS and CRM System Users (Anticipated Future)	150
Number of Service Areas / Business Units Involved	20
Number of Concurrent WMS System Users (Current)	50
Airport	
Passengers per year	259,734
Fixed Assets	
Fixed asset tagging	Yes ($5k threshhold)
Fixed Asset Capitalization Threshold	50,000
Tracking / Reporting of Non-depreciable Assets	Limited
Forestry	
Street/Park Trees	29,000+
Facilities Management	
Number of Buildings Managed	14
Fleet & Equipment	
Number of Vehicles and Equipment Managed	575
FTEs Focused on Servicing Fleet & Equipment	9

Operating Volumes/Standards	Current
Average Number of Annual Fleet Replacements	25
Signals / Lights	
Traffic Signals	107
Street Lights	8,436
Streets	
Paved Streets (miles)	350
Water / Sanitary Distribution	
Water Mains (miles)	356
Hydrants	3,538
Sanitary Sewers (miles)	307
Utility Locates (annually)	8,000
Water Treatment Plant	
Water Treatment Capacity (gallons/day)	30,000,000
Wastewater Treatment Plant	
Wastewater Treatment Capacity (gallons/day)	7,500,000
Stormwater	
Storm Sewers (miles)	148
Utility Billing	
Water Customers	20,693

1.7   Overall Evaluation Process

Responses to this RFP will be evaluated by a committee consisting of various process owners within the City. The City's intent is to acquire the solution that provides the best value to the City and meets or exceeds both the functional and technical requirements identified in this RFP.

The City will be using the following process to reach a finalist Vendor decision:

1. **Minimum Criteria:** As part of the Vendor's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor's response from further consideration:

    - **Minimum Client Software Installations**
      Must have provided software for at least two previous municipalities, of similar size and complexity as represented within the service areas identified.
    - **RFP Response**
      RFP response is submitted by the due date and time.
    - **Response Authorization**
      The RFP response is signed by an authorized company officer.
    - **Response Completeness**
      Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City to be either a defect that is waived or that the proposal can be sufficiently modified to meet the requirements of the RFP.
    - **Solution Completeness**
      The solution proposed satisfies all core software functionality represented in section 4 of this document.
    - **Prime Vendor Responsible for Solution**
      Vendor proposing will be responsible as the prime vendor in charge of all solution components, interfaces, and related services/software to fulfill the requirements of this solicitation.

2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimum criteria, the following categories of criteria will be used to further evaluate the proposals:

    - Functional compliance with specifications
    - Implementation requirements
    - Technical requirements
    - General Vendor to include number and size of comparable municipal installations, financial stability, completeness of response, and quality of proposal response

3. **Round 3 Evaluation:** The top Vendors in the second round evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the Vendors.
- On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
- Reference checking with comparable entities using the Vendor's product.
- Potential site visits to comparable entities using the Vendor's product.

At any point in time during the third round of evaluation, a Vendor may be excluded from further consideration. At the conclusion of the round three activities, the finalist Vendors will be judged on all information collected to date against the following criteria:

- Functionality
- Investment and costs
- Service and support
- Implementation approach
- Technical requirements
- Ability to deliver "out of the box" functionality
- Solution fit with City size and requirements
- Other value added

The City will then enter into contract negotiations with the Vendor whose overall solution best meets the long-term needs of the City.

2   Vendor Proposal Guidelines

2.1   Intent

It is the intent of the City of Bismarck, ND ("the City"), through this request for proposal and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposal.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor.
It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The Vendor shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

2.2   Deadline for Proposals

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive.

Proposals must be submitted **by 4:00 p.m., local time (CST), March 11, 2016** to:

<div align="center">

Wayne Stoppler
IT/GIS Manager
221 N 5th Street
PO Box 5503
Bismarck ND 58506-5503

</div>

The Vendor must submit **One (1)** signed, completed, original, **Five (5) copies,** and **one (1) electronic copy** of the Vendor's technical proposal and **one (1) original and Five (5) copies,** and **one (1) electronic copy** of the Vendor's cost proposal. The first page of the original proposals should be marked "Original" and the first page of the copies should be marked "Copy." The electronic proposals should also include the following files:

City of Bismarck - WMS and CRM Selection - Specifications.xlsx
City of Bismarck - WMS and CRM Selection - Pricing Forms.xlsx
City of Bismarck - WMS and CRM Selection - Vendor Forms.docx

A technical proposal and a separate sealed cost proposal must be accompanied in the same package. The electronic copy of the Vendor technical proposal response shall include the completed

specification worksheets that have been provided in Microsoft Excel. The electronic copy of the Vendor cost proposal shall include the completed pricing worksheets that have been provided in Microsoft Excel.

All proposals must contain the following wording clearly marked on the outside of the envelope:

Work Management System (WMS) and Customer Relationship Management (CRM)
System Selection

Additionally, Vendors must send **one (1)** complete hard and **one (1)** electronic copy (including the files specified above) of both the technical and the cost proposal responses to:

Plante & Moran, PLLC
Attention: Kim Szlachetka
27400 Northwestern Hwy
PO Box 307
Southfield, MI 48037-0307

Proposals received by the City after the deadline will be rejected and destroyed. Proposals may not be delivered via facsimile or e-mail. Proposals shall be sent by Federal Express (or comparable carrier) or hand delivered to the above address. The full name and address of the proposer will be clearly marked on the outside of the package that is inside the Federal Express package or comparable carrier.

2.3   Preparation of Proposals

Proposals shall be prepared in accordance with the proposal response format, section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

2.4   Requirements for Signing Proposal

1. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
2. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. All written signatures must have the name typed directly under the line of the signature.
4. The above requirements apply to all RFP addenda.

2.5   Intent to Propose

Prospective Vendors are encouraged to submit a <u>written</u> intent-to-propose document via email before **March 4, 2016**. Submitting an intent-to-propose document does not obligate the Vendor to submit a proposal and is not mandatory to submit a proposal. By submitting this document, a prospective Vendor will receive amendments and notices to this RFP. The written intent-to-propose must include the company name, mailing address, phone number, fax number, and email address of the Vendor's main contact for communications regarding this RFP.

Prospective Vendors should **email** this information to the following contact with a subject line of "Bismarck, ND RFP for a WMS/CRM Solution - Intent to Propose".

Christopher.Blough@plantemoran.com

Written responses to written questions and requests for clarifications regarding the RFP will be sent to all Vendors who have submitted an intent-to-propose document by mail or email. Late receipt of intent to propose from Vendors will not have any impact on dates, deadlines, or timeframes set forth in this document.

2.6   RFP Clarifications and Questions

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum. Failure on the part of the prospective proposal responder to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal. Vendor will acknowledge receipt of each addendum issued by stating so in his/her proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a Vendor shall be binding.

All inquiries regarding this proposal must be written and should be **emailed** with a subject line of "RFP for a WMS and CRM System" to:

Christopher.Blough@plantemoran.com

Inquiries regarding the proposal will be accepted up to and including **March 1, 2016 at 4:00 PM local time (CST)**. Responses to questions will be mailed or emailed to Vendors who have submitted a timely intent to propose document via an addendum to this RFP.

2.7   Vendor Pre-Proposal Meeting

A non-mandatory Vendor pre-proposal meeting will be held on **February 19, 2016 at 1:00 PM Central Standard Time** via teleconference. Vendors may call in with the following number: 1-(888)-676-9957 and passcode: 1346 852

If you are unable to attend, please see section 2.6 for RFP clarification and questions.

2.8   Consideration of Proposals

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. Proposals on "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate that character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject

as not being an "equal", any article proposed which contains major or minor variations from specifications requirements but which may comply substantially therewith.

2.9   Basis for Award, Evaluation Criteria and Questions

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to the qualified proposal responder based on the negotiated cost proposal and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the City at its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest at its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

2.10   Advice of Omission or Misstatement

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the *RFP Clarifications and Questions* section above of such omission or misstatement.

2.11   Confidential Information

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes. Vendor proposals shall remain confidential until the City's Project Team makes its recommendation to City Commission. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Freedom of Information Act and North Dakota Open Records Requests.

2.12   Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the City.

2.13   Award of Contract

The Vendor shall be deemed as having been awarded a contract when the formal notice of acceptance of the Vendor's proposal has been duly served upon the intended awardee by an

authorized agent of the City. Note that the successful Vendor, at the time of contract execution, must be licensed to do business in the State of North Dakota.

2.14 Tax Exempt Status

The City is exempt from paying sales taxes. The City's Federal Taxpayer ID No. is 456002036. City is exempt from federal excise tax. All prices should be quoted FOB Bismarck, ND.

2.15 Reserved Rights

The City reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the firm which, in the sole opinion of the City, best meets the City's needs. The City also reserves the right to negotiate with potential Vendors so that the City of Bismarck, ND's best interests are served.

2.16 Advertising

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

2.17 Trademarks

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

2.18 Right to Request Additional Information

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

2.19 Right of Refusal

The City reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various Vendor proposals, based on the best interests of the City.

2.20 Proposal Preparation Costs

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subcontractors in responding to this request for proposal.

2.21 System Design Costs

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

2.22 Pricing Eligibility Period

All Vendor proposals are required to be offered for a term not less than **180 calendar days** in duration. A proposal may not be modified, withdrawn or cancelled by Vendor during the 180 day

time period following the time and date designated for the receipt of proposals. It is the City's intent to procure that software solution that meets that long term criteria of the City. The City, during the course of the selection process may decide to purchase a subset of the Vendor's proposal components with the initial contract. The City requires that Vendors agree for a minimum period of (3) years from the date of the Vendor's proposal to honor software and services pricing established within the Vendor's proposal response for Vendor proposed components which are not included in the City's initial purchase. The price of the proposed components can only be increased by the Vendor during such time period by an amount equal to the annual CPI-U adjustment for the Midwest region or 3%, whichever is less.

2.23 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

2.24 Turnkey Solution

All prices quoted must include all hardware equipment, software, and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein. While the City requests desired server and workstation configurations, the City reserves the right to purchase hardware separately.

2.25 Purchase Quantities

The City reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

2.26 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendors that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

The City reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process and to accept any proposal in the best interest of the City.

2.27 Insurance Requirements

The City will require the finalist Vendor to retain insurance coverage in amounts and kinds to be negotiated with the finalist. Please refer to the sample minimum contract terms and conditions in section 5.

3   Proposal Response Format

To facilitate the analysis of responses to this RFP, the Vendor is required to prepare their proposals in accordance with the instructions outlined in this section. **Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

For each question asked in the RFP, the proposer shall provide in their response, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
Separate Sealed Document	Proposal Signature Form
1	Executive Summary
2	Company Background
3	Application Software
4	Technical Requirements
5	Vendor Hosted Option
6	Implementation Plan
7	Staffing Plan
8	Ongoing Support Services
9	Functional System Requirements
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Addenda
Separate Sealed Document	Cost Proposal

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the included Microsoft Excel pricing spreadsheet. Costs should include the complete costs for the solution including travel and operating costs. Use additional pages as needed.

3.1   Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

3.2   Company Background (Section 2)

In addition to providing responses to the following items, the Vendor must complete the **Company Background Form** in **section 7.5** of this RFP.

Vendors must provide information about their company so that the City can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (*e.g.*, past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.
4. Subcontractors: If the Vendor is proposing to use subcontractors on this project, please provide the following information for each subcontractor, as well as complete list of subcontractors is required with references for each subcontractor:
    a. A response to the **Company Background Form**
    b. A letter of commitment
    c. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
    d. Vendor relationship with that firm
    e. The specific services and/or products that the subcontractor will be providing on the project.
    f. Two (2) client references

The City has the right to approve all sub-contractors of the Vendor at any time.

3.3   Application Software (Section 3)

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:
1. Describe the overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.

5. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
    a. Reason that this product is a third-party product versus being part of the software Vendor's solution,
    b. Extent to which this third-party product is integrated with the Vendor's solution.

3.4   Technical Infrastructure (Section 4)

Note: Response to this section is optional for vendors providing a hosted solution. Vendors will not be penalized for lack of response to this section in this situation.

The Vendor shall provide the information described in this section. The information will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current technologies being used in the City as described in section 1.5.

In addition to providing responses to the following items, the Vendor must complete the **Technical Requirements Form** in **section 7.6** of this RFP, and include it in this section of the response.

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

6. Hardware and Storage Environment
    a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the City, application modules, database size, and anticipated growth, must be provided.

    b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors you partner with or recommend and/or support.

    c. Describe your proposed information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.)

3.5   Vendor Hosted Option (Section 5)

Note: Response to this section is optional if vendors are proposing an on-premise solution only. Vendors will not be penalized for lack of response to this section.

In addition to providing responses to the following items, the Vendor must complete the **Vendor Hosting Form** in **section** 7.7 of this RFP, and include it in this section of the response.

1. Please describe your **vendor hosted model at a high level**.
2. Please describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
3. Please describe your **support model**, including: cost structure for support calls.
4. Please describe your **data center and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
5. Please describe your **logical security**, including: firewall security, authentication controls, and data encryption capabilities.
6. Please describe your **change management**, upgrade, and patch management policies & practices?
7. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
8. Describe how you will help the City move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.
9. Please provide a copy of your most recent **SSAE 16 Type II audit**.

3.6   Implementation Plan (Section 6)

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan in format that can be shared that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software & Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Change Management Approach
9. Testing
10. Operational Redesign Approach
11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation. The City requests that the Vendor provide their work plan in a Gantt-chart view as part of the proposal response (Microsoft Project format will <u>not</u> be accepted).

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the services to be provided should be clearly delineated where they vary between these two approaches.

3.6.1   General Implementation Approach (Section 6.1)

Provide a general overview of the implementation approach you plan to use for the City that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the City.
3. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
4. Describe your approach towards running parallel systems for a period of time.

Any unique tools, techniques or methods that you use should be described in this section.

3.6.2   Project Management Approach (Section 6.2)

In addition to providing responses to the following items, the Vendor must complete the **Project Management Approach Form** in **section 7.8** of this RFP, and include it in this section of the response.

The City expects the Vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the City's project manager. It is expected that this project manager will be "on the ground" as appropriate to team with the City PM. This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, the City employs a project management approach that is based on the Project Management Institute's project management body of knowledge (PMBOK). The City would expect responding Vendors to adhere to such standards as part of the project.

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

3.6.3   Hardware, Software and Storage Design and Installation Consulting (Section 6.3)

The City usually installs the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Vendor is expected to specify, furnish, deliver, install and support all application and system software that may include pre-installing or equipment staging. What do you propose for the most effective deployment of hardware, communications and related equipment?

Additionally, the City expects the selected Vendor to conduct a test of the system backup and recovery capabilities prior to go-live.

3.6.4   Data Conversion Plan (Section 6.4)

It is anticipated that data conversion will occur when migrating to the new application. The Vendor is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new WMS and CRM. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

1. Describe your general approach towards data conversion and how you would work with the City to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.

3.6.5   Report Development (Section 6.5)

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to the City staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc. In addition to providing responses to the following items, the Vendor must complete the **Report Development Form** in **section 7.9** of this RFP, and include it in this section of the response.

Provide information on your reporting approach including:
1. Description of various methods of reporting including Business Intelligence,
2. Methods for the City to identify, specify, and develop required custom City reports during the implementation.

3.6.6   Integrations and Interfaces (Section 6.6)

It is expected that information generally would need to be entered only once into the system. If there are modules within the system, they should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the City. Any interfaces with third-party (partner) products should be described as to how they will be established and maintained post system go-live.

The Microsoft Excel pricing sheet contains a listing of current and/or desired application interfaces. Please provide pricing for interface development in the associated Microsoft Excel pricing spreadsheet.

In addition:

1. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced
2. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
3. For each interface requested, provide your experience developing these interfaces for previous clients.
4. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
5. As it pertains to the City's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the City.
6. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?
7. Have you ever interfaced with the systems listed in the attached pricing form? If so, include those references on the reference forms provided.
8. The Microsoft Excel pricing spreadsheet contains a listing of current and/or desired City application interfaces and their likely need in a future integrated environment. Provide pricing for interfaces in the associated Microsoft Excel pricing spreadsheet
9. Please describe how your system is able to accommodate the City's GIS environment as described in **Appendix B – GIS Environment**

3.6.7   Training (Section 6.7)

In addition to providing responses to the following items, the Vendor must complete the **Training Form** in **section 7.10** of this RFP, and include it in this section of the response.

3. **End User Training Approach:** All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.
   a. End user implementation training will be provided by the Vendor and include joint participation by the relevant City process owner team lead supporting the process area in the new software system.
   b. Technical Implementation training will include training for City IT/GIS staff on the technologies required to support the new WMS and CRM system.

The Vendor should provide an overall description of the **End User** training method, including the following:
* General timeframes in which the training will be conducted
* The Vendor must list the nature, level, and amount of training to be provided in each of the following areas:
  o Technical training (e.g., programming, operations, etc.)
  o User training
  o Other staff (e.g., executive level administrative staff)
* The Vendor's approach to providing ongoing training to employees or service areas that begin using the system after the initial implementation period.

3.6.8   Change Management Approach (Section 6.8)

The City recognizes that a movement from the current environment to a new solution will present change management challenges. The Vendor should clearly identify their approach towards Change Management including any unique approaches or tools that will be used.

3.6.9   Testing (Section 6.9)

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the City related to such testing:
  a. System testing
  b. Integration testing
  c. Stress/performance testing
  d. User acceptance testing (UAT)
  e. Data conversion testing

3.6.10   Operational Redesign (Section 6.10)

With the deployment of a new application, the City wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

3.6.11   System Documentation and Manuals (Section 6.11)

The Vendor is expected to provide user manuals and online help for use by the City as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.
  1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
  2. Describe what types of documentation you anticipate developing during the course of the project.

3.6.12   Disaster Recovery Plan (Section 6.12)

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

3.6.13   Knowledge Transfer (Section 6.13)

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to City staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

3.7   Staffing Plan (Section 7)

In addition to providing responses to the following items, the Vendor must complete the **Staffing Plan Form** in **section 7.11** of this RFP and include it in this section of the response.

1. The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for City staff involvement during the project (for both a City-hosted and Vendor-hosted solution). Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

3.8 Ongoing Support Services (Section 8)

In addition to providing responses to the following items, the Vendor must complete the **Ongoing Support Services Form** in **section 7.12** of this RFP, and include it in this section of the response.

1. Please specify the nature and conditions of any post-implementation support options including:
    a. Post-go live support that is included in the proposal response
    b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
    c. Telephone support,
    d. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
    e. Toll-free support line
    f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?
    g. Online knowledgebase (i.e. – how it is accesses, who updates it, etc.)
2. Describe your maintenance programs and options with associated pricing.
3. Describe and provide pricing for any "software as a service" (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly charge which may include maintenance).

3.9 Functional System Requirements (Section 9)

Responses to the requirements referenced in section 4 of this RFP must be provided in this section of the Vendor's response. Use the Microsoft Excel specification spreadsheet provided and attach added explanation pages as necessary. Please include any costs associated with modifications in the Microsoft Excel pricing spreadsheet. **Please note: The response to these requirements must be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so may result in disqualification of the entire proposal.**

3.10 Client References (Section 10)

The Vendor must provide at least **five** references from clients that are similar in size and complexity to the City, and should additionally provide at least **one** reference from a client operating a commercial Airport. The absence of an airport reference will **not** disqualify a proposal but may impact the overall score awarded for functional compliance.

The format for completing the Vendor references is provided in **section 7.13** of this document. In addition, the City requests a listing of all current municipal clients. If proposing a hosted solution, at least one of these references should be a Vendor-hosted solution. If the Vendor is proposing to partner with any third-party subcontractors on this project, please provide at least **two** references for each subcontractor.

3.11 License and Maintenance Agreements (Section 11)

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (*i.e.*, hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined.

3.12 Exceptions and Deviations (Section 12)

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

3.13 Other Required Forms and Attachments (Section 13)

Please provide all other required forms in this section:
      a. Contract terms and conditions compliance checklist
      b. Contract terms and conditions compliance checklist – Exception explanation
      c. Proposal Signature Form
      d. Non-Collusion Affidavit
      e. Minimum Criteria
      f. For Vendors who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SSAE 16 Type II audit.

3.14 Addenda (Section 14)

Include all original, signed copies of addenda in this section.

3.15 Separate Sealed Cost Proposal

One (1) original cost proposal, **Five (5) copy** of the cost proposal, and **one (1) electronic copy** of the cost proposal shall <u>be submitted in a separate sealed envelope labeled "Cost Proposal"</u>, with the technical proposal. The electronic copy of the cost proposal response shall include the completed cost worksheets that have been provided in Microsoft Excel. Vendors may provide their price proposal in their own preferred format in addition to the provided worksheet.

- The City will not consider time and materials pricing. Vendors shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.
- The Vendor shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
- In the event the product or service is not being included in the Vendor proposal, the item should be noted as "no bid".
- Vendors shall provide all pricing alternatives in these cost sheets.
- <u>Subscriptions:</u> Vendors providing a subscription for hosted services must provide subscription pricing for 10 years, with the subscription term to be negotiated.
- <u>Phases:</u> Vendors proposing multiples phases shall provide pricing breakdowns by phase.
- Vendor shall provide prices in U.S. dollars.
- Vendor shall make clear the rationale and basis of calculation for all fees.
- Vendors shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

   Please note: Pricing workbook should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so can result in disqualification of the entire proposal.

In presenting software license fees, the Vendor shall:
- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, enterprise site license, installed copies, processor-based, etc.);
- For hosted solutions, indicate if a perpetual use license and/or subscription license option applies;
- Indicate which product versions, operating platform(s), and machine classes are included for each price;
- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

To the extent possible, Vendors shall show any applicable discounts separately from the prices for products and services. The Vendor is encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City.

The City reserves the right to pursue direct purchase of all items and services proposed, as well as to obtain independent financing.

The City is considering both a vendor-hosted solution through an Application Service Provider (ASP) or Software-as-a-Service (SaaS) licensing model and/or a traditional on-premise solution. As such, the City is requesting proposals to include detailed information regarding the Vendors hosting and licensing options. **If multiple solutions are proposed, please include a separate pricing form for each hosting/licensing model.**

4   Functional Requirements

4.1   Introduction

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the City in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

Identified in the attached Excel spreadsheet (version 2010 or newer) are a number of requirements that must be addressed by the vendor's proposal.

These requirements are considered mandatory in implementing the complete solution as defined in section 3. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the City's current and future data needs. Vendors must replace cells A1:G1 in the first module (General and Technical Requirements) with the vendor's **Company Name** which will be repeated and printed for each subsequent module. The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the City:

"R" – Required:	This would be a feature that the City will require in its new solution. The City may already have this functionality and use in its current software, it may be available and/or tracked in a shadow system (i.e., spreadsheet, document, external database, etc.), or it may not be currently present.
"D" – Desired:	This is a feature that the City would like in the new system.
"O" – Optional:	This would be a feature that, while of interest, is not a high priority at this time or something that could be a future deployment.

Each vendor should review the specifications and reports listed in each subsection and respond as to their availability within the vendor's software system. The responses should be entered under the "**Availability"** column of each form as follows:

Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software Vendor from the primary software Vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future general availability (GA) release that is scheduled to occur **within 1 year** of the proposal response.
N	Functionality is not provided

Use the **Cost** column for "M" or "F" responses to estimate the cost to be incurred by the City to secure the specification/report. Use the **Comment** column to provide additional comments pertaining to your response for that item.

The **Required Product(s)** column is to be used to specify what product (e.g. product name / software module) is proposed. The cells D10:G10 in the form which currently read "*Replace this text with the primary product name(s) which satisfy requirements*" must be updated. This name will be automatically populated in the **Required Product(s)** column for each specification in the module. The automated values in this column must be updated for any exceptions where a different or additional product is required to satisfy the requirement.

Vendors proposing a multi-product solution should complete a General and Technical module specification response for each product.

4.2   Airport Operations Requirements

Provide an overview of how your solution will enable the City of Bismarck's Airport to comply with the FAA Airport safety requirements, including FAR Part 139. Additionally, vendors should provide at least **one** reference from a client that has an Airport operation, as described in section 3.10.

Specifically address the forms listed below, some of which are attached as designated in **Appendix A – Airport Reporting Forms,**

- Self-Inspection Forms (Attached)
- Surface Conditions Forms (Attached)
- Wildlife Reporting Tool (Attached)
- Fuel Truck Inspection Form (Attached)
- PAPI Inspection Forms (Attached)
- Fuel Farm Inspection Form (Attached)
- REILS Inspection Form (Attached)

The wildlife tool needs to be GIS capable and the database needs to be transferable to Excel to develop charts and graph used to assist with wildlife management decisions. The expectation would be to have a printable map with the locations of wildlife sightings, strike, and hazings.

The above items will need to be maintained in a database and reports must be accessible for minimum 36 months. A work order needs to be traceable back to the specific self-inspection report and needs to remain on the next self-inspection report until the work order is closed out.

In addition to part 139 the operations department would need additional forms for:

- Storm Water Report (Attached)
- Haz-Mat Spill Reporting (Attached)
- Security Reports
- Perimeter Inspections
- ARFF Fire Reports (Attached)
- ARFF Medical Reports (Attached)
- Daily Security Log
- Daily Operational Log

The system needs to be capable of both desktop and mobile platforms and capable of uploading pictures to the report.

If any of the items listed above in section 4.2 incur additional costs, these must be listed in the attached pricing form as detailed in Section 7.14.

5   Contract Terms & Conditions

The contractual terms and conditions will be fully negotiated after a vendor is selected by City of Bismarck, ND (the "Client"). Responses to the contract terms outlined in this section may be considered in the selection process and such terms shall be included in the final contract between the Client and the Vendor (the "Agreement"). For purposes of these terms and conditions, the term "Vendor" means the vendor responding to this RFP and all such terms shall apply to any subcontractor of the Vendor. Use of the term "Exhibit <##>" throughout these contract terms refers to supplemental documents that Client expects will be included in the final contract package.

The following contract terms and conditions, substantially in the form contained herein, are expected to be agreed to by the vendors as part of contract negotiations. Exceptions must be explicitly noted in the Vendor Proposals using the checklist forms provided in the vendor forms attachment of the RFP. Lack of exceptions listed on the checklist forms shall be considered acceptance of all of the terms and conditions as presented in this RFP.

5.1.   Scope of Agreement

Client agrees to license the software detailed in Exhibit <##> ("Software") and receive the services detailed in the Statement of Work detailed in Exhibit <##> ("Services"). Vendor agrees to provide Software and Services (the "Solution"), subject to the terms and conditions stated in this Agreement including all Exhibits. Payment for such services shall be per Exhibit <##> and shall not exceed the total amount included in Exhibit <##> without the prior written consent of Client. The Client, without prior and mutual written agreement, will incur no other service costs. The service costs in Exhibit <##> are inclusive of all services described in the Statement of Work included as Exhibit <##>. Client agrees to provide server, desktop and other hardware and configuration based on Vendor's recommendation per Exhibit <##>.

5.2.   Documentation

Vendor shall deliver to Client three (3) complete copies of the user documentation describing the functionality and operation of the Software in Client's environment and technical documentation describing the technical support procedures to assist with the on-going support of the Software ("Documentation"), including an electronic version with the ability to modify to the needs of Client, and, as part of the license granted herein. Vendor agrees that Documentation provided with the Software will be updated to reflect any Customizations contracted by Client with Vendor. Client shall have the right to make as many additional copies of the Documentation for its own use as it may determine.

5.3.   Incorporation by Reference

The Vendor shall supply Software and Services adequate to accomplish the requirements as set forth in the Request for Proposal and the Vendor's response to the Request for Proposal provided herein as Exhibit <##> and Exhibit <##>, respectively ("Contract Documents") and Vendor's Documentation. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the Contract Documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the Contract Documents, that all terms, conditions and offers presented in the Vendor's

proposal shall be incorporated into this Agreement and shall be binding upon all parties to the Agreement.

5.4.   Entire Agreement Clause

This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the Client and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

5.5.   Applicable and Governing Law Clause

The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of North Dakota. All duties of either party shall be legally performable in the State of North Dakota. The applicable law for any legal disputes arising out of this Agreement shall be the law of (and all actions hereunder shall be brought in) the State of North Dakota, and the forum and venue for such disputes shall be in the courts of appropriate jurisdiction for Bismarck, North Dakota.

5.6.   Wording Conflicts

Should there be a conflict in wording between the Agreement and Vendor's RFP response, the Agreement shall prevail.

5.7.   Standard Forms and Contracts

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this proposal response between the vendor(s) and the Client must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Client reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the Client be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, third party licenses and support agreements. The Client will negotiate any and all contracts/agreements and prices/fees with the Vendor, if doing so is deemed in the best interest of the Client.

5.8.   Grant of License

Vendor hereby grants to Client a nonexclusive, nontransferable, perpetual license to use the Software described in Exhibit <##> solely for internal business purposes on any central processing unit owned by Client and/or its designated service provider.

5.9.   Use of Licenses by Personnel Who Are Not Employees

Client's consultants, contractors, external customers, and business partners may access and use the Software under the Client's direction.

5.10. Replication of Software

Client shall not copy Software for any purposes other than for back up, disaster recovery and/or testing. Client has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the maintenance and support terms or warranties herein.

5.11. Disaster Recovery & Disaster Recovery Testing

There will be no additional software license cost to process at another site in the event of a disaster that shuts down Client's primary location or for testing at the disaster recovery site.

5.12. Term and Termination Clause

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within ten (10) business days. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Agreement by giving the other party thirty (30) calendar days written notice. Notwithstanding the foregoing, due to lack of funding, the Client may at any time during the life of this Agreement, terminate same by giving sixty (60) calendar days' notice in writing via certified mail to Vendor. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within ten (10) business days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within ten (10) business days, the Client shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving thirty (30) calendar days' notice in writing of such termination.

5.13. Warranty

A.   Vendor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Vendor further represents and warrants that it has good and marketable title to the Software sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Vendor further represents and warrants that neither the Software in the form delivered by Vendor to Client, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by Client, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

B.   In the event that any third party makes a claim or files a lawsuit challenging Client's right to use the Software, Vendor shall defend and indemnify Client and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. Provided, however, that Vendor shall have the sole and exclusive right to select and retain counsel for Client in connection with the defense thereof, and shall make all decisions relating to the conduct of the Client's defense and any settlement made on behalf of Client. In resolving any such infringement claim, Vendor shall, in its reasonable discretion, either procure a license to enable Client to continue to use the Software or develop or obtain a non-infringing substitute acceptable to Client at Vendor's cost.

C.   Vendor represents and warrants that the Software and related products as described with this Agreement will perform in accordance with all Documentation, Contract Documents, Vendor marketing literature, and any other communications attached to or referenced in this Agreement.

D.   Vendor represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of Client as set forth in the Contract Documents.

E.   Client has: (i) presented detailed technical specifications of the particular purpose for which the Software is intended, (ii) provided detailed descriptions and criteria of how the Software can be defined to accomplish particular purpose, and (iii) defined the exact procedures and techniques to be employed in testing whether the Software has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, Client's particular purpose, Vendor, at the time this Agreement is in force, has (#) reason and opportunity to know the particular purpose for which the Software is required, (#) that Client is relying on Vendor's experience and knowledge of the Software to identify those components which are most suitable and appropriate, and (#) that Client is relying on Vendor's experience and knowledge to identify the appropriate Services that will assist in making the Software operational. Therefore, Vendor warrants that the Software including all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.

F.   Vendor represents and warrants that all Software products provided under this Agreement are compatible with and certified for use and operation in Client's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system as defined in Exhibit <##> is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

5.14. Year 2000 Warranty

The Vendor warrants that all Software for which the Vendor either sells or licenses to the Client and used by the Client after the calendar year 2000, includes or shall include, at no added cost to Client, design and performance so Client shall not experience Software abnormality and/or generation of incorrect results from the Software, due to date oriented processing, in the operation of the business of the Client.

The Software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any Client system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

5.15. Continuity of Warranty

Client may continue the Warranty protection described above by purchasing and paying for on-going Maintenance and Support Services described below. By doing so, all Warranty, Year 2000 Warranty, and Resolution and Response Time Warranty conditions included herein shall remain in effect, in perpetuity, as long as payments for Annual Maintenance and Support Fees are kept current.

5.16. Disclaimers and Limitations of Remedies

A. Except as specifically stated in the Warranty section of this Agreement, the Software is Licensed "as is" without warranty of any kind, other than expressed or implied herein. In no event shall Vendor be liable for any indirect, special or consequential damages unless as otherwise stated herein, including, but not limited to, loss of anticipated profits, revenue or savings, arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Vendor or its agent has been advised of the possibility of such damages.

B. In the event that the parties are unable to resolve differences, and after exhausting the terms and conditions of the Non-Performance Escalation Procedures clause herein, that may arise relating to this Agreement, all disputes arising from this Agreement shall be resolved through the courts of Bismarck, North Dakota, unless both parties agree to binding arbitration, which shall take place in Bismarck, North Dakota. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least 10 years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

5.17. Intellectual Property

All information, data, programs, publications and media created specifically for and paid for by the Client or as a result of the Services identified in this Agreement is the property of the Client unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Agreement.

5.18. Indemnification

A. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless, and defend the Client and its agents, employees, officers and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting in any way from Vendor's performance of this contract, provided that such claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death to any person, including employees or agents of the Vendor,

subcontractor, or construction manager, or to injury to or destruction of tangible property including loss of use resulting there from, but only if caused in whole or in part by a negligent act or omission of the Vendor, a subcontractor, the construction manager, anyone directly or indirectly employed by them, or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by a party indemnified hereunder. Vendor shall not be obligated to hold harmless, indemnify, or defend the Client or its agents, employees, officers, or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of a party indemnified hereunder.

B. Vendor shall assume the defense of the Client pursuant to the provisions of the paragraph above within thirty (30) days of receipt of written notice. Any legal cost or expense, including attorney's fees, incurred by the Client for enforcement of its rights under the paragraph above between the time by which Vendor should have assumed the Client defense and the time when Vendor assumes the Client's defense shall be reimbursed by Vendor. Any legal cost or expense, including attorney's fees, incurred by the Client in the successful prosecution of any litigation or arbitration seeking to enforce the provisions of the paragraph above or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.

C. Should the parties agree to submit claims, disputes, or other matters arising out of this Agreement to arbitration, they may do so only with written agreement of all parties, including the Client.

5.19. Patents, Copyrights, and Proprietary Rights Indemnification

The Vendor, at its own expense, shall completely and entirely defend the Client from any claim or suit brought against the Client arising from claims of violation of United States patents or copyrights resulting from the Vendor or the Client's use of any equipment, technology, documentation, and/or data developed in connection with the Services and Software (together the Solution) described in this Agreement. The Client will provide the Vendor with a written notice of any such claim or suit. The Client will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Client against this suit.

In the event that the Client is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Client's interest, or in the event that the Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the Client for all monies expended in connection with these matters. The Client retains the right to offset against any amounts owed Vendor any such monies expended by the Client in defending itself against such claims.

Should a court order be issued against the Client restricting the Client's use of any portion of the Software related to the claim and should the Vendor determine not to further appeal the claim issue, at the Client's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

A. Purchase for the Client the rights to continue using the contested Software product(s) or portions thereof which may include purchase of a third party software product, or

B. Provide substitute software products to the Client which are, in the Client's sole opinion, of equal or greater quality, or

C. Refund all monies paid to the Vendor for the Solution subject to the court action. The Vendor shall also pay to the Client all reasonable losses related to the Solution and for all reasonable expenses related to the installation, implementation and conversion to the new Solution.

5.20. Insurance

The Vendor must have adequate insurance, for damage or loss, for all equipment and other valuables until such time as the Client receives good and clear title. In defining insurance coverage, the Vendor shall secure full replacement value for the system without the requirement that the Client be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the Vendor shall be used to secure replacement equipment for the Client.

The Client, at its option, may require the Vendor to provide certificates describing, to the satisfaction of the Client, evidence of proper (as required by the state of North Dakota) workers compensation and liability insurance for all Vendor staff and representatives involved in the provision of Services by Vendor. The Client shall be named as a primary additional insured without any contribution from any insurance or self-insurance of Client, unless prohibited by North Dakota Statutes.

The Vendor agrees to hold harmless and defend the Client and its agents, officials and employees from any liability, claim, or injury related to or caused by fault or negligence of Vendor employees or subcontractors. The insurance policy shall be initiated prior to the installation of the system and maintained until Final Acceptance of the system by the Client according to the prescribed procedures. The Vendor shall furnish to the Client a copy of the insurance policy and all subsequent changes or updates. An endorsement or statement waiving the right of cancellation or reduction in coverage unless thirty (30) days prior written notice is given to the Client by registered or certified mail shall be included.

5.21. Insurance Coverage

As a condition of performing work for the Client, Vendor must provide satisfactory evidence of insurance coverage as follows:

A. Commercial general liability of at least $2,000,000;

B. Professional Liability or Errors and Omissions Insurance with the provision to purchase an unlimited tail and a limit of $2,000,000.

C. Statutory workers compensation with $1,000,000 of Employers Liability for all sections.

The coverage shall be the minimum amounts and shall not be diminished during the term of this Agreement and the Vendor shall provide copies of all certificates of insurance to the satisfaction of the Client as to coverage and content and shall maintain such coverages during the entire term and any extension of this Agreement.

Other Requirements

Evidence of insurance coverage, required herein, is to be provided to us in ACORD Certificate Form 25 or 25-S or an equivalent form and must indicate:

A. A Best's rating for each insurance carrier at B+VII or better.

B. That the insurance company will provide thirty (30) days written notice of cancellation to the certificate holder.

C. That the Client is additional insured on the General Liability policy

Insurance Options

General Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess liability policies.

Notify Your Insurance Agent

Vendor may prevent unnecessary follow up resulting from incomplete insurance certificates, by sending or faxing a copy of these insurance requirements to Vendor's agent when requesting an insurance certificate.

5.22. Limitation of Liability

A. Limitations. If Client should become entitled to claim damages from Vendor for any reason (including without limitation, for breach of contract, breach of warranty, negligence, other tort claim, or replacement of a solution), Vendor will be liable only for the amount of Client's actual direct damages.

B. No Liability for Certain Damages. In no event will Vendor or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided by Vendor under the Agreement be liable for: (i) any damages arising out of or related to the failure of Client or its suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims covered by the indemnification obligations stated herein; or (iii) any consequential, incidental, indirect, exemplary or punitive damages, even if Vendor has been advised of the possibility of such damages.

C. Exclusions from Limitation; Survival. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to herein. The limitations of liability set forth herein will survive and apply notwithstanding any determination by a court of law that a limited or exclusive remedy for breach of warranty set forth in the Agreement is inadequate. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

5.23. Unlimited Liability for Software Vendor Infringement

The Vendor will reimburse Client for all costs related to infringement (not "finally awarded"). There shall be no limit of liability on behalf of the Vendor if the software is determined to be infringing.

5.24. Freedom of Information Act

Vendor acknowledges that Client is subject by law to responding to all Freedom of Information Act ("FOIA") requests and North Dakota open records requests. Vendor shall comply with these laws in all respects and shall not restrict or otherwise inhibit Client from complying.

5.25. Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA or open records requests.

5.26. Title and Confidentiality

Title and full rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies Client make, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that Client shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or subcontractors working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees, agents, and subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to North Dakota "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

5.27. Identification of Parties to the Agreement Clause

Both the Vendor and Client shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

5.28. Notices Clause

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Actually received, or
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
4. Upon delivery by the Client of the notice to an authorized Vendor representative while at Client site.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of the intended receiving party's new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Vendor	Client
<Contact Title>	<Contact Title>
<Address>	<Address>

5.29. Agreement Extension and Modification Clause

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a

subsequent time, enforce the right. The payment of funds to the Vendor by Client should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

5.30. Contract Extension

If Vendor anticipates missing a milestone date identified in the Project Schedule, then Vendor must notify Client immediately so that a mutually acceptable revised milestone date can be agreed to. Such revisions will not alleviate Client's right to Liquidated Damages in the event such a delay is caused by Vendor resulting in a delay of the Go Live date as defined in Project Schedule.

5.31. Changes in Agreement

The Agreement may be changed only upon the written agreement between the Client and the Vendor.

5.32. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

5.33. Risk During Software Installation

Delivery of the Software shall be made in accordance with the Project Schedule referenced as part of this Agreement. Minor variances from this Project Schedule may be permitted subject to a mutual agreement by both parties and confirmed by prior written notice. The Software shall be installed and placed into good working order by representatives of the Vendor. During the time period where the Software is in transit and until the Software is fully installed in good working order, the Vendor and its insurer shall be responsible for the Software and relieve the Client of responsibility for all risk or loss or damage to the Software. In addition, Vendor shall hold the Client and its officers, employees and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the Software.

5.34. Subcontractors

Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the Client for activities or duties to take place at the Client site. In using subcontractors, the Vendor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

5.35. Control of Sub-Contractor, Project Team and Project Manager Designation

The Vendor understands that the successful installation, testing, and operation of the Software that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as an ex-officio

member of the Client's project management team ("Project Manager") and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

Client shall have the right to approve all subcontractors, Project Manager, and staff assigned to Client by Vendor ("Designated Staff"). In the event that a Designated Staff of the Vendor is, in the opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from the project. In the event of such a removal, the Vendor shall, within ten (10) business days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated to fill this representative vacancy, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

5.36. Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the Client enter a valid and enforceable order upon the Client which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Client of a material part of its Agreement with the Vendor. In the event this order results in depriving the Client of material parts or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon sixty (60) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the Client shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The Client shall not be charged for such compliance beyond the cost of the annual maintenance and support fees. The Client shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual maintenance and support fees.

5.37. Assignments

Client and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the Client; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Agreement or any rights, title, or interest created by the Agreement without the prior consent and written approval of the Client.

5.38. Vendor as Independent Contractor

It is expressly agreed that the Vendor is an independent contractor and not an agent of Client. The Vendor shall not pledge or attempt to pledge the credit of Client or in any other way attempt to bind the Client.

The relationship of the Vendor to the Client shall be that of independent contractor and no principal agent of employer-employee relationship is created by the Agreement.

5.39.   Advertisement

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client unless Vendor receives specific written authorization in advance from the Client. Vendor will limit and direct any of its advertising on the Client's premises and shall make arrangements for such advertising through the Client. Vendor shall not install any signs or other displays within or outside of the Client's premises unless in each instance the prior written approval of the Client has been obtained. However, nothing in this clause shall preclude Vendor from listing the Client on its routine client list for matters of reference.

5.40.   Password Security

The Vendor warrants that no 'back door' password or other method of remote access into the Software code exists. The Vendor agrees that any and all access to any Software code residing on the Client's client/server must be granted by the Client to the Vendor, at the Client's sole discretion.

5.41.   Project Schedule and Acceptance.

Vendor will develop a detailed project schedule that details both Vendor and Client's responsibilities, timeline for project activities, phases, milestones, and deliverables ("Project Schedule") in connection with Vendor's performance of the Services. The Project Schedule should be in sufficient detail to specify the deliverables, conversion, training, testing, acceptance, configuration, modification, integration, and live operation activities. Both Vendor and Client agree that a mutually agreeable Project Schedule will be submitted and approved by Client within thirty (30) days of the date the Agreement is signed by both parties ("Effective Date"). In the event Vendor is unable to provide the Project Schedule within sixty (60) days, Client will have at its option, the ability to terminate the Agreement and obtain all fees paid to Vendor. The Project Schedule will also include the criteria by which the software will be tested and accepted by Client.

5.42.   Programming Services

Client may during the implementation period or thereafter require modifications, interfaces, conversion, report writing, etc., services from Vendor ("Customizations"). Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs for Client approval before any work is initiated by Vendor. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the Client. No costs in excess of the estimates will be paid by Client unless approved in writing in advance of fee incurrence. All Customizations shall be subject to Acceptance Testing before payment is released by the Client. Acceptance of the Customizations resulting from each Change Order shall be per the Acceptance Testing clause herein.

5.43. Acceptance Testing

For purposes of acceptance of the Solution (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

A. <u>Written Deliverable</u>: Vendor may submit interim drafts (stamped, noted or otherwise clearly marked "Draft") of a written deliverable to Client for review. Client agrees to review and provide comments to Vendor on each interim draft within ten (10) business days after receiving it from Vendor. Client will have the opportunity to review the written deliverable for an acceptance period of ten (10) business days after delivery of the final version (stamped, noted or otherwise clearly marked "Final Draft") of the written deliverable (the "Acceptance Period"). Client agrees to notify Vendor in writing by the end of the Acceptance Period either stating that the written deliverable is accepted in the form delivered by Vendor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If Vendor does not receive any such deficiency notice from Client by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked "Approved" and dated will be provided to Client. If Client delivers to Vendor a timely notice of deficiencies and the items specified in the notice are deficiencies, Vendor will promptly correct the described deficiencies and return to Client for Acceptance. Client will not unreasonably withhold, delay or condition its approval of a final written deliverable.

Vendor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the Client and date returned.

B. <u>Software Deliverable</u>: Acceptance testing is an iterative process designed to determine whether each component of the Software combined with related Services delivered by Vendor ("Software Deliverable") performs the functions described in the Contract Documents and to discover and remove material deviations where the Software Deliverable does not substantially perform the functions described in the Contract Documents ("Defects") through repeated testing cycles. In the event of conflicts between Contract Documents and Application Software Documentation the Contract Documents will prevail.

Vendor will work with the Client and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested Software Deliverable and to test each Software Deliverable (the "Acceptance Tests" or "Acceptance Testing").

1. The "Acceptance Test Period" for each Software Deliverable will be ten (10) business days unless an alternate time is mutually agreed upon between Vendor and Client per the Project Schedule. The Acceptance Test Period for each Software Deliverable will start within ten (10) business days, unless an alternate start date is mutually agreed upon by Vendor and Client per the Project Schedule, after the Software Deliverable is installed at Client's designated site and Vendor has successfully completed Vendor's installation test and notified Client that the Software deliverable is "Ready for Acceptance Testing." Vendor will not be obligated to deliver a Software Deliverable to Client until Client demonstrates the readiness of the target technical platform and environment.

2. If Client determines during the Acceptance Test Period that the Software Deliverable contains a Defect, Client will promptly send Vendor a written notice reporting the alleged Defect describing it to Vendor in sufficient detail reasonably necessary for Vendor to recreate it. Vendor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to Client for re-testing. Client will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Vendor. In such a case, Vendor and Client will mutually agree upon an updated Acceptance Test Period.

3. By the end of the Acceptance Testing Period Client will provide Vendor with a final written list reporting any outstanding Defects (the "Punch List"). Client will then have ten (10) business days after the receipt of the modifications to re-test the modified Software Deliverable to confirm that the Defects that were reported on the Punch List have been removed. If any Defects that were reported on the Punch List have not been removed, Client will provide Vendor with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth in this section will be repeated for the remaining Defects on the Punch List.

4. Vendor and Client each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.

C. "User Acceptance Testing" shall mean testing of each Phase identified in the Project Schedule using the process defined above for Software Deliverable.

D. "Conditional Acceptance" will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will be thirty (30) calendar days, Vendor and Client will work diligently to put the Phase into Go Live operations.

E. "Final Acceptance" involves use of the Solution in totality in production operations for a period of sixty (60) calendar days, provision of all Services by Vendor, and completion of the Phases and/or the Software previously tested and meeting Conditional Acceptance. If after thirty (30) calendar days the Solution performs without Defects, the Client and the Vendor will both issue and execute a "Final Acceptance" of the Solution. The thirty (30) day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Software. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the sixty (60) day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

5.44. Professional Services Warranty

A. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times,

the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

B. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the Client's premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client's officers. The Client may, at any time, require the removal and replacement of any of Vendor's employees for good cause.

C. Vendor shall be responsible for the acts of its employees and agents while on the Client's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the Client, any damage that it, or its employees or agents, may cause to the Client's premises or equipment; on Vendor's failure to do so, the Client may repair such damage and Vendor shall reimburse the Client promptly for the cost of repair.

D. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the Client's contact person and thereafter, if requested, furnish a full written report of such accident.

E. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's staff or visitors.

F. Vendor and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the Client. The Client shall also extend parking privileges to properly identified members of Vendor's full-time staff on the same basis as they are extended to the Client's staff.

G. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees or subcontractors.

5.45. Ineffective Training

Vendor will submit to Client an agenda in advance of any training sessions to be covered with the key materials provided during the course of the training. Further, Vendor will provide to Client details associated with the layout of the training facility, computer requirements, as well as all associated media necessary to deliver the course. Client will conduct a rating of the course after its completion and communicate the results of this rating to Vendor for future class improvements. In the event that Client asserts in good faith that any Vendor training consultant lacks the skill or capacity to adequately train Client's staff, Vendor shall replace such training consultant as soon as reasonably possible. If Client notifies Vendor within five (5) business days of the completion of said training, that in Client's reasonable judgment the training sessions provided by such training consultant were inadequate or ineffective, then Vendor shall provide a credit in training days to Client for all such training sessions.

5.46. Subcontracts

The Vendor agrees not to subcontract any of the work required by this Agreement without the prior written approval of the Client. The Vendor agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

5.47. Non-Performance Escalation Procedures

In the event that the Client determines that Vendor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then the Client shall have the right to, in the sequence shown: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance fees, until the non-performance is corrected, (c) request a joint meeting of Vendor and Client decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at Client's location until the non-performance is resolved, (e) request arbitration in Bismarck, North Dakota per terms of the American Arbitration Association or at Client's sole option, commencing suit in Burleigh County District Court, (f) invoke the Termination clause herein.

5.48. Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

5.49. Force Majeure Requisites

Force majeure shall not be allowed unless:

A. Within thirty (30) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.

B. Within fourteen (14) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

5.50. 120 Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the end of the hundred-twenty (120) day period] written approval is received from the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

5.51. Right of Cancellation

Either party shall have the right to cancel the Agreement if force majeure suspends performance of scheduled tasks by <X> or more parties for a period of hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a force majeure occurs before title passes to the Client, the Vendor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a force majeure after title passes to the Client, the system shall remain with the Client and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

5.52. Liquidated Damages

Client and Vendor recognize that time is of the essence of this Agreement and that the Client will suffer inconvenience and financial loss if the delivery date is not met. The parties recognize the difficulties of estimating or proving the financial loss and/or inconvenience of the Client by the failure to meet the delivery date. Both the Client and Vendor agree that the Client has made a reasonable estimate of financial loss and inconvenience caused by a delay in the delivery of the software and that the stated damages are reasonable in amount and reasonably related to the actual damages that would be suffered by the Client as a result of delayed delivery. Accordingly, instead of requiring any actual proof of damages, Client and Vendor agree to the sum of $100 per each day of non-delivery beyond the delivery deadline as reasonable liquidated damages (and not as a penalty) and also agree that the recitals in this paragraph are conclusive presumptions pursuant to NDCC Section 31-11-02.

5.53. Pricing

All prices for Vendor's Software and Services hereunder are firm for the term of the Agreement. The Client shall pay Vendor for satisfactory performance of the Software and Services specified in this Agreement, the sums in accordance with Vendor's response to Client's RFP, this Agreement and any related addenda. Client reserves the right to delay the purchase of Software components ("Modules") and related Services. The Modules subject to this price protection are included in Exhibit <##>.

5.54. Change Orders

The Project Managers appointed pursuant to this Agreement will meet periodically to review the Project Schedule. Changes to the scope of the project including additional Software and Services may be proposed by either party, and if accepted by the parties, the proposed changes shall be reduced to a written document, inclusive of any applicable pricing changes ("Change Order"). Written approval signed by a duly authorized representative of each of the parties of such Change Order must be obtained prior to the provision of any products or services related to such Change Order.

Vendor shall provide to Client a written quotation for any changes in this Agreement, including Software, Services, Customizations, etc. Each Change Order shall be reviewed and approved by Client, and shall be subject to the requirements in the section.

5.55.   Payment Terms

It is expected that certain payments will be made to Vendor by Client upon delivery of the Software with additional payments made for Software and Services based on specific project milestones as defined in the Project Schedule.

Vendor shall invoice **Client** for the Total Amount on Exhibits <##> and <##> according to the following payment schedules:

Software

- 10% Due upon Contract Execution
- 10% Due upon initial Software installation
- 30% Due in installments based upon Conditional Acceptance of each Software module
- 50% Due upon Final Acceptance

Services

- 80% Due in installments based on Conditional Acceptance of Milestones as defined in the Statement of Work
- 20% Due upon Final Acceptance

Customizations

- 25% Due as incurred upon completion of design
- 25% Due upon Conditional Acceptance of Modification
- 50% Due upon Final Acceptance

Maintenance and Support Services

- First year maintenance and support services fee due upon Final Acceptance

Vendor shall submit to the Client an invoice in a form agreeable to the Client. The invoice shall be accompanied by such supporting documentation as required by the Client.

5.56.   Right to Withhold Payment

If the Vendor breaches any provision of this Agreement, the Client shall have a right to withhold all payments due to the Vendor until such breach has been fully cured.

5.57.   Travel Expense Reimbursement

All travel expense costs must be included in the Vendor's fixed price cost. Client will not make a separate payment for reimbursable expenses. Per Force Majeure, Client shall not be liable for additional travel costs incurred due for any reason outside Vendor's control.

5.58. Funding Out

This Agreement shall terminate at such time, if any, that the Bismarck City Commission fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due.

5.59. Non-Collusion

Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the Client, or other person or entity concerning the obtaining of this Agreement. In addition, Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to Client that Vendor has not received from Client any incentive or special payments, or considerations not related to the provision of the Software and Services described in this Agreement.

5.60. Conflict of Interest

The Vendor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the Client or any member of his/her immediate family.

5.61. Maintenance and Support Services

For as long as Client pays the maintenance and support fees delineated in Exhibit <##>, Vendor will provide Client with maintenance and support services ("Extended Services") with respect to the Software. Such Extended Services shall consist of the following:

A. Vendor shall provide maintenance for the Software necessary to insure its operation in material conformance with all Documentation, Contract Documents and all representations and warranties set forth herein.

B. Vendor shall provide Client with any revisions, updates and enhancements of the Software, together with related documentation, during the period in which enhancement and support services under this Agreement are furnished.

C. Vendor agrees that the rates specified for Extended Services shall remain in effect for a period of minimally two (2) years from initial contract signing.

D. Vendor agrees not to assign its Extended Services obligations as contemplated herein, without prior written authorization of Client, which will not be unreasonably withheld. Vendor will not utilize subcontractors for any Extended Services provided herein without the express written authorization of Client.

5.62. Annual Maintenance and Support Fees

Annual maintenance and support fees shall not be increased by an annual average percentage greater than the annual Consumer Price Index (CPI) for the Midwest region or 3%, whichever is less, for as long as annual support fees are paid and the license agreement between the Client and the Vendor is in effect.

Vendor agrees to send an itemized invoice to the Client at least 90 days before maintenance is up for renewal.

5.63. Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the Vendor's Project Manager:

Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within two (2) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within two (2) business days.
- If Vendor and Client are on a support telephone call to resolve a Priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a three (3%) credit against the annual maintenance and support fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within four (4) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within five (5) business days.
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the annual maintenance and support fees, per incident.

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within twenty-four (24) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within five (5) business days.

5.64. Termination of Annual Maintenance and Support

Client may cancel maintenance upon sixty (60) day notification to the Vendor.

Maintenance may be reinstated by the Client at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. In the event of reinstatement of Maintenance, the Client shall not be forced to move to a new license model and no upgrade fees for licenses already purchased shall be charged by Vendor.

The Vendor shall give the Client at least twelve (12) months' notice before unilaterally canceling maintenance. In addition, the Vendor shall continue to support the software/product as long as it is supporting such Software for other customers of Vendor.

5.65. Source Code Escrow

Vendor shall place Source Code for the Software modules licensed by the Client in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by Vendor at no additional cost to Client). The Source Code shall be kept current with the releases and versions of the Software in live use at the Client. The Source Code shall revert to Client for Client's use if Vendor files for bankruptcy or protection from creditors in a court of law, is declared to be insolvent, dissolves or otherwise ceases business operations. Client shall then have full rights to use source code for any purposes other than resale.

Vendor will provide appropriate source code to the Client in a timely manner in the event that the Vendor goes out of business or no longer supports the Software being licensed. The same applies if the Vendor is merged or acquired and the Software is no longer supported. Once the Client obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

5.66. Video and Audio Recording

Client reserves the right to record video and/or audio of any and all training sessions, whether held at Client site, Vendor site, or via teleconference. Use of such recordings shall be strictly for Client staff training purposes.

5.67. Federally Mandated Changes

Vendor shall supply Client with all federally mandated changes to Vendor's Software. Vendor will make a good faith effort to provide Client with these changes within ninety (90) days of their enactment dates prescribed by the aforementioned bodies. In the event that Vendor is unable to supply these changes within one hundred and eighty (180) days of the enactment, Client will be credited a prorated share of the annual maintenance and support fee for every week Vendor is tardy in delivering the required change.

5.68. Future Releases/Upgrades

Client shall be entitled to future releases and upgrades, whether of a "minor" or major" nature, of Vendor Software for no additional cost beyond the annual maintenance and support fees delineated in Exhibit <##>.

5.69. Solution Longevity

The Vendor certifies that the Software will remain available and fully supported by Vendor for a minimum of seven (7) years from the date the Agreement is signed and that any material changes to Vendor's company or products will not affect the Client's implementation, maintenance or support of the Software as long as Client pays the annual maintenance and support fees.

5.70. Successor Software Products

In the event Vendor makes available successor software products with substantially similar functionality as the Software which may be based on a new technical architecture ("Successor Products") within ten (10) years of contract signing, Client may transfer the license for the Software to the Successor Products for no additional Vendor license fees. In such event, Client shall pay the then-current annual maintenance and support fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

5.71. Functionality Replacement

The Client maintains the rights to the Software functionality that is licensed herein, even if that functionality later gets renamed or rebundled by Vendor.

5.72. Right to Outsource

Software licensed to Client may be used by a third-party vendor hired by Client to perform outsource services on Client's behalf.

5.73. Vendor Merger or Acquisition

In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for ten (10) years or until the end of the present Agreement term, whichever is longer.

5.74. Equal Opportunity Employment/Nondiscrimination Policy

It is the policy of the Client that all vendors who provide goods and services to the Client by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

- Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.

- The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.

Vendor shall, as a condition of providing Software and Services, as required by law and/or the Client's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that

is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

Where there has been a conclusive finding that Vendor has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, Vendor shall be barred from providing goods and services to the Client for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Client's governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which Vendor is providing Software or Services to the Client shall be regarded as a material breach of the Agreement between the Client and the Vendor, and the Client may terminate such Agreement effective as of the date of delivery of written notification to the Vendor.

Any employee of Vendor providing goods and services to the Client under his Agreement, or any employee of a subcontractor of Vendor providing goods and services to the Client under this Agreement, or any bona fide organization representing such employees may file a written complaint with the governing body or its designated agent, if any, challenging the compliance by Vendor with the terms of this policy, the governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

Any Vendor found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies shall be ineligible to provide any goods or services to the Client for a period of five (5) years from the date of such finding.

6   Contract Terms & Conditions Compliance Checklist

Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page. The Client reserves the right to reject any proposal for non-compliance with any of the specifications.

#	Title	Comply	Exception	Not Comply
5.1.	Scope of Agreement			
5.2.	Documentation			
5.3.	Incorporation by Reference			
5.4.	Entire Agreement Clause			
5.5.	Applicable and Governing Law Clause			
5.6.	Wording Conflicts			
5.7.	Standard Forms and Contracts			
5.8.	Grant of License			
5.9.	Use of Licenses by Personnel Who Are Not Employees			
5.10.	Replication of Software			
5.11.	Disaster Recovery & Disaster Recovery Testing			

#	Title	Comply	Exception	Not Comply
5.12.	Term and Termination Clause			
5.13.	Warranty			
5.14.	Year 2000 Warranty			
5.15.	Continuity of Warranty			
5.16.	Disclaimers and Limitations of Remedies			
5.17.	Intellectual Property			
5.18.	Indemnification			
5.19.	Patents, Copyrights, and Proprietary Rights Indemnification			
5.20.	Insurance			
5.21.	Insurance Coverage			
5.22.	Limitation of Liability			
5.23.	Unlimited Liability for Software Vendor Infringement			
5.24.	Freedom of Information Act			
5.25.	Confidentiality			
5.26.	Title and Confidentiality			
5.27.	Identification of Parties to the Agreement Clause			
5.28.	Notices Clause			
5.29.	Agreement Extension and Modification Clause			
5.30.	Contract Extension			
5.31.	Changes in Agreement			
5.32.	Survival Clause			
5.33.	Risk During Software Installation			
5.34.	Subcontractors			
5.35.	Control of Sub-Contractor, Project Team and Project Manager Designation			
5.36.	Effect of Regulation			
5.37.	Assignments			
5.38.	Vendor as Independent Contractor			
5.39.	Advertisement			
5.40.	Password Security			
5.41.	Project Schedule and Acceptance.			
5.42.	Programming Services			
5.43.	Acceptance Testing			
5.44.	Professional Services Warranty			
5.45.	Ineffective Training			
5.46.	Subcontracts			
5.47.	Non-Performance Escalation Procedures			
5.48.	Force Majeure Clause			
5.49.	Force Majeure Requisites			
5.50.	120 Day Maximum			
5.51.	Right of Cancellation			
5.52.	Liquidated Damages			
5.53.	Pricing			
5.54.	Change Orders			
5.55.	Payment Terms			

#	Title	Comply	Exception	Not Comply
5.56.	Right to Withhold Payment			
5.57.	Travel Expense Reimbursement			
5.58.	Funding Out			
5.59.	Non-Collusion			
5.60.	Conflict of Interest			
5.61.	Maintenance and Support Services			
5.62.	Annual Maintenance and Support Fees			
5.63.	Resolution and Response Time Warranty			
5.64.	Termination of Annual Maintenance and Support			
5.65.	Source Code Escrow			
5.66.	Video and Audio Recording			
5.67.	Federally Mandated Changes			
5.68.	Future Releases/Upgrades			
5.69.	Solution Longevity			
5.70.	Successor Software Products			
5.71.	Functionality Replacement			
5.72.	Right to Outsource			
5.73.	Vendor Merger or Acquisition			
5.74.	Equal Opportunity Employment/Nondiscrimination Policy			

6.1   Contract Terms and Conditions – Exception Explanations

For all items marked as "Exception" in the Agreement Terms and Conditions Compliance Checklist, a Vendor must fully explain the exception on the Exception Explanations form below.

Exception Explanations		
#	**Title**	**Explanation of Exception**

7   Vendor Proposal Forms

7.1   Introduction

This section contains various forms that should be prepared and submitted along with the Vendor's proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- Proposal Signature Form
- Non-Collusion Affidavit
- Minimum Criteria
- Company Background Form
- Technical Requirements Form
- Vendor Hosting Form
- Project Management Approach Form
- Report Development Form
- Training Form
- Staffing Plan Form
- Ongoing Support Services Form
- Client Reference Form
- Pricing Forms

7.2   Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

State payment terms:
State term proposal is held firm for:
State warranty on equipment:
State maximum time required for shipping, F.O.B. Bismarck, ND:

PROPOSAL: Work Management System (WMS) and Customer Relationship Management (CRM) Selection

$ _____ $ _____
(Total price written)   (Total figure – as noted on the Proposal
                                     Pricing Forms - Subtotal (Required
                                     Components))

Firm Name: _____   Date: _____

Address: _____

Telephone: _____
Signature: _____
        (Person executing response and official capacity)

_____

(Names of principal officers: (If partnership or assumed name,
designate official capacity)   indicate name of owners)

_____ _____   _____
_____ _____   _____
_____ _____   _____
_____ _____   _____

7.3   Non-Collusion Affidavit

**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF
THE VENDOR AND FURNISHED WITH EVERY PROPOSAL
NON-COLLUSION AFFIDAVIT**

STATE OF: _____

City OF: _____

TAX ID NUMBER: _____

_____, being duly sworn, deposes and says he/she is the _____ *(Name) (Title)*

Of _____ the proposal responder that has
             (Company)

submitted to the **City** a proposal for a **Work Management System (WMS) and Customer
Relationship Management (CRM) Selection** all as fully set forth in said proposal and that except
as specified below, the aforementioned proposal responder constitutes the only person, firm, or
corporation having any interest in said proposal or in any contract, benefit, or profit which may, might
or could accrue as a result of said proposal, said exceptions being as follows:
_____
       (If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or
fraud; and that no member of the **City** is directly or indirectly interested in said proposal.
_____
(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City

this _____ day of _____, _____.
       (Day)   (Month)   (Year)

_____
(Notary Public)

7.4   Minimum Criteria

As noted in section 1.76 of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements will be rejected.** Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimum Requirement:	Yes/No
Minimum Client Software Installations Must have provided software for at least two previous municipalities, of similar size and complexity as represented within the service areas identified.	
RFP Response RFP response is submitted by the due date and time.	
Response Authorization The RFP response is signed by an authorized company officer.	
Response Completeness Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City to be either a defect that is waived or that the proposal can be sufficiently modified to meet the requirements of the RFP.	
Solution Completeness The solution proposed satisfies all core software functionality represented in section 4 of this document.	
Prime Vendor Responsible for Solution Vendor proposing will be responsible as the prime vendor in charge of all solution components, interfaces, and related services/software to fulfill the requirements of this solicitation.	

7.5 Company Background Form

Vendor name:	
Software brand name:	
Software version proposed (years in production):	
Is Vendor prime contractor:	Yes ☐ No ☐

1.	What are the key differentiators of your company and its proposed solution?
2.	What awards has your company or proposed solution obtained that are relevant to this project?
3.	What documentation is available from an independent source that positively promotes either the company or products the Vendor is offering?
4.	What strategic alliance have you made to further strengthen your product and services?
5.	How do you guarantee the services provided by your company?
6.	What are your near-term and long-term goals, and the strategies to reach these goals?
7.	What is your niche in the marketplace and your preferred customer size?
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).
9.	Please describe how the sales cycle is linked to the product development cycle.

10.	Please describe your commitment to providing solutions for the public sector marketplace.

11.	How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?

	North Dakota	**Nationally**
Local government		
Other public sector		
Other non-public sector		
Overall:		

12.	How many fully operational customer installations, in total, has the Vendor completed?

	North Dakota	**Nationally**
Local government		
Other public sector		
Other non-public sector		
Overall:		

13.	How many current system implementations of your solution are *in-process* within both the State of North Dakota and the region of the Country that includes the State of North Dakota?

	Current in-process Implementations
State of North Dakota	
Midwest Region	
Total:	

14.	Please state the year the Vendor started in the business of selling the proposed solution to local governments:

15.	Where is the Vendor's closest support facility/sales office to Bismarck, ND?

16.	Where is the Vendor's company headquarters?

17.	Please list the Vendor's sales in the previous three years:

Year	**Sales**
2013	
2014	
2015	

18.	How many total employees does the Vendor have in each of the following categories:
	Area **Number**
	Sales/Marketing
	Management/Administration
	Help Desk Staff
	Development Staff
	Other
	Total:
19.	What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor bid?
	Rates for Additional Implementation Assistance
	Skill Set **Hourly Rate**
	$ / hr.
	$ / hr.
	$ / hr.
20.	Please indicate two separate potential visits of four consecutive days each in which the Vendor will commit to being available for an onsite demonstration and your preference.

Demonstration Date Options	Visit Preference		
Option	**#1**	**#2**	**Unavailable**
April 26, 2016			
April 27, 2016			
April 28, 2016			

21.	What would be the Vendor's preferred comparably sized, site visit location?

7.6 Technical Requirements Form

1.	Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the City's current WAN and remote computing requirements and indicate what changes are required or recommended.
2.	What database are you proposing?
3.	Does your proposal contain or envision the use of a data warehouse? If yes, describe your data warehousing capabilities and architecture.

4.	Describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.
5.	Describe the network management systems that either your system uses, interoperates/integrates with, or you recommend. Please specify.
6.	Describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop.
7.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the City can determine the extent to which existing computers must be upgraded or replaced. (Optional if the vendor is providing a hosted only solution option).
8.	Please describe the physical and technical preferences for a user acceptance testing (UAT) environment?
System Performance Hosted / Managed Solution Options Only	
9.	Provide a standard service level agreement and how SLA monitoring is performed
10.	Please discuss how scheduled and non-scheduled maintenance is handled to minimize disruption to the client's environment.
11.	Please describe network access to the hosted site, data encryption, expected access speed, database access, data ownership, and how the City can export data from the system for Disaster Recovery or Backup (including an uncoupling strategy).
Security	
12.	Describe the identification and authorization capabilities of your proposed solution for users.
13.	Describe how your system interoperates with Active Directory.
14.	Describe the security audit capabilities of your proposed solution.
15.	What functions does your proposed system have to protect the privacy of information designated "private" or non-disclosable (e.g. customer account billing information).

16.	What will you do to address vulnerabilities in your product discovered subsequent to us deploying your solution? In what time interval will they be fixed (Critical & non-critical)? At what cost to the City?
17.	What is your process for notifying the customer and fixing bugs once they have been identified?

7.7 Vendor Hosting Form

1.	Will your company host the solution or will this be managed by a third party?
2.	Where are the data center and storage facilities? Can you certify that no City data will be stored outside of the United States?
3.	Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.
4.	Does the system interface support a browser interface with or without the help of additional components?
5.	How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?
6.	Is an audit log kept of all vendor access into the Hosted solution?
7.	Describe how patches and updates are applied to the hosted solution, and how much notice the City has for these changes.
8.	What system/application availability and response time will your proposed system meet? What are the City's responsibilities to ensure this level of performance?
9.	How do you track monthly usage for subscription-based services?
10.	How much notification will you give the City in advance of any scheduled downtime?
11.	Where would local support be located for a client in Bismarck, ND?

12.	Are support calls included in annual maintenance fees, or charged on a per call basis? If on a per-call basis, please specify rates and billing method
13.	Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.
14.	What database does your hosted solution use to store data?

7.8   Project Management Approach Form

1.	How does the Vendor plan to manage the vast amount of material that is produced during the project through potential solutions such as a collaboration environment?
2.	Provide specific information on project close-out activities to transition support to the City.
3.	How will project management be resourced?

7.9   Report Development Form

1.	What is the query tool and report writer that Vendor is proposing?
2.	What is your definition of a report?
3.	What reports are available out of the box? Provide a list and samples at the end of this section.
4.	Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?
5.	It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?

7.10 Training Form

1.	What types of training documentation will be developed by the Vendor?
2.	What additional tools will be used in developing the training material?
3.	Describe the opportunities for ongoing training.
4.	Describe the Vendor's ability to provide online training material versus classroom training.

7.11 Staffing Plan Form

1.	Identify the degree to which Vendor staff will be onsite versus off-site during the project.
2.	Provide the resource and configuration requirements for the Vendor's staff during the implementation:
	Number of workstations
	Number of desks
	Number and size of dedicated rooms for the project
	Parking
	Telephones
	Network accessibility needs
	White boards
	Flip charts
	Power requirements
	Other resource needs
3.	Use the table provided below to identify the number of City business staff expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.

Project Role	Project Responsibilities	FTE
Executive Sponsor(s)		
Project Manager		
Project Administrator		
Functional Process Owners		
Functional Process Team Participants (per member involvement)		
Other Roles (list)		

4.	Use the table below to identify the number of technical resources expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.				

Project Role	# of FTEs	Skill Set Required	Training Required?	Training Provided?
Help Desk				
DBA				
Report Developer				
Application Support				
System Administrator				
Security Administrator				
Other Roles				
Other Roles				
Other Roles				
Other Roles				

7.12 Ongoing Support Services Form

Support and Maintenance	
1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.
2.	Provide Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.
3.	Identify the party or business unit that is responsible for the support options provided above. The Vendor shall include information for a City-hosted versus a Vendor-hosted solution.

4.	Provide the following regarding the number of business staff the City should expect to be committed to providing on-going application support:
	   a. Role
	   b. Responsibility
	   c. Estimated time commitment in terms of FTE time

5.	For ongoing IT/GIS staff resources, please provide the following information:
	   a. Type of positions required (e.g., help desk, DBA, report developer, application support, system administrator, security administration, etc.)
	   b. Number of FTEs within each position
	   c. Skill sets required for each position
	   a. Training required and whether the Vendor provides this training

6.	The City would like to manage the number of staff who can call in for support. Please describe how your support services can assist with this approach. Do you limit the number of City staff who can call in for support? If yes, explain your model and how additional staff can be included and at what incremental cost?
7.	Describe the types of support needed to keep the product under current support and to keep the product enhanced.
8.	Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.
9.	Will the vendor contractually agree to:

Contractual Inquiry

Term / Condition	Yes	No
Provide on-site staff for training and implementation		
Non-performance hold-backs?		
Payment hold-backs until fully operational and formally accepted?		
Allow the City to approve Vendor staff assigned to help with implementation?		
One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires		

10.	Describe how your software will be licensed to the City (e.g. site license, named users, concurrent users, etc.)

Software Updates and Distribution	

11.	It is anticipated that all system updates and release patches will be downloadable from the Vendor's web site. An accumulation patch process is desired. Provide information on how "server" and "client-side" software updates are received, processed and distributed to either the server and/or client environment, including but not limited to:
	
	    a. Backward version compatibility and support of back versions,
	    b. Timeframe/policy on moving to new versions,
	    c. Automatic product upgrades or on demand,
	    d. Ease of implementation for City staff versus need to contract for services.
	    e. Use of update management software to deploy new versions and patches to servers and clients (include recommended/supported solutions).

12.	Describe the product release cycle including:
	
	    a. Frequency of upgrades/enhancements or new versions (major and minor version releases)
	    b. Contents of release,
	    c. How long release takes to implement
	    d. Inclusion of updates with maintenance agreement E.g. incremental versions only (x.1, x.2) or all releases (1.0, 2.0, etc.)
	    e. Use of release notes.

Customizations	
13.	How does the Vendor define customization versus configuration?
14.	How can the City customize or configure the software directly without Vendor involvement?
15.	How are local customizations or configurations maintained when installing new releases of the Vendor's software?

7.13 Client Reference Form

Vendor name:	
Customer name:	
Customer contact:	
Customer phone number:	( )
Customer E-mail address	
System which Solution Replaced	

Describe Nature of Project and Services Provided to This Client:

Configuration of Solution Implemented (Hardware, Software):

7.14 Pricing Forms

Please complete the pricing forms that have been provided in the **associated Microsoft Excel pricing spreadsheet.** It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The City requests a firm, fixed price for each of the components described below that are included on the attached Microsoft Excel pricing spreadsheet as separate tabs:

- Vendor Checklist (including Hosting/Licensing Model, Travel & Lodging Costs, and Discount)
- Proposal Summary (no direct input required)
- Module Summary (no direct input required)
- Application Software
- Other Software
- Hardware
- Implementation Services
- End-User Training
- Data Conversion Services
- Interfaces
- Modifications
- Other Implementation Services

8   Appendix A – Airport Reporting Forms

BISMARCK AIRPORT SAFETY SELF-INSPECTION CHECKLIST

DATE: _____   Day Inspector: _____ Time:_____

S - Satisfactory   U – Unsatisfactory
    NA – Non Applicable   Night Inspector: _____ Time:_____

FACILITES	CONDITIONS	D	N	REMARKS	RESOLVED BY (Initial & date)
Pavement Areas	Pavement lip over 3"				
	Hole - 5" diam. 3" deep				
	Cracks/spalling/heaves				
	FOD: gravel/debris/sand				
	Ponding/edge dams				
Safety Areas	Ruts/humps/erosion				
	Drainage/construction				
	Support equipment/aircraft				
	Frangible bases				
	Unauthorized objects				
Markings	Clearly visible/standard				
	Faded/Chipped/retroflective				
Signs	Standard/meet Sign Plan				
	Obscured/operable				
	Damaged/retroreflective				
Lighting	Obscured/dirty/operable				
	Damaged/missing				
	Faulty aim/adjustment				
	Pilot Control Lighting				
Navigational Aids	Rotating beacon operable				
	Wind indicators				
	PAPI/REIL systems				
Obstructions	Obstruction lights operable				
	New cranes not reported				
Snow & Ice	Surface conditions				
	Snowbank clearance				
	NAVAIDS				
Construction	Barricades/red lights				
	Equipment parking/materials				
	Complying Plans & Specs				
Public Protection	Fencing/gates/signs				
	Jet blast protection				
Wildlife Hazards	Wildlife present/location				

Original Date: 12/9/2004   FAA Approval:_____
                                    Exhibit 10
Revision Date: _____

HAZ-MAT REPORT
Bismarck Airport Fire Department

Incident Information		Location of Call			Personnel On Scene	
Incident #						
City IR #		Run Type		Notified By		
Date		Airport	Mutual Aid	Notified Via		
Time		Fuel spill	Fuel spill	Mutual Aid Requested		
Enroute		Chem.	Chem.	Mutual Aid Arrived	Supplies Used	
On Scene		Other	Other			
Terminated		Initial Problem				
In Quarters		Assessed Problem				

Mutual Aid On Scene					
Bismarck FD	Airport Security	Airport Maintenance	National Guard	Other	
Bismarck PD	Sheriff	Executive Air Taxi	State Patrol	TSA	
Metro Ambulance	Airport OPS.	Bismarck Aero Center	Bismarck Rural FD		

Narrative- Description of Bismarck Airport Fire Department Action Taken

Equipment Damaged or Lost	Property Damage	Weather	
		Temperature	
		Wind Direction	
		Wind Speed	
		Precpitation	

Responsible Parties Name

Name	
Address	
Phone Number	
Date of Birth	

Official Making Report	Shift Officer In Charge

Exhibit 11B

Bismarck Airport Conditions

Sequence Number:1256
Weather Conditions at: 12/5/2009 5:40:00 PM
Temperature: 18F
Precipitation:
Wind: ENE @ 8MPH

Melissa Galvan
Tower Initials:
Friction Meter: Bowmonk

Date	Local Time	By	Surface	Mu TD	Mu MID	Mu RO	Coverage	Depth	Contaminant	Plowed or Swept	Deiced or Sanded	Remarks
12/5/2009	17:40	MG	31	82	81	71	Patchy	Thin	Loose Snow			
12/5/2009	17:40	MG	93	82	80	79	Patchy	Thin	Loose Snow			
			Taxiway	Northwest	Southeast							
12/5/2009	17:40	MG	C	54	86		Patchy	Thin	Loose Snow			
				Northeast	Southwest							
12/5/2009	17:40	MG	D	82	72		Patchy	Thin	Loose Snow			
12/5/2009	17:40	MG	B				Patchy	Thin	Loose Snow			
12/5/2009	17:40	MG	E				Patchy	Thin	Loose Snow			
			Apron									
12/5/2009	17:40	MG	Terminal				Patchy	Thin	Loose Snow			
12/5/2009	17:40	MG	GA				Patchy	Thin	Loose Snow			

Remarks:

FAA Approval _____

Wildlife Activity and Preventable Action Form

Date Time Personnel	Species	Location	Number Seen	Number Hazed	Number Harvested	Major Actions/Notes
John Doe 1/1/15 5:00pm	Ring Bill Gull	C4 & D2	15est	11	4	
John Doe 1/1/15 5:00pm	Canadian Goose	N of D2 & D3	150	150	0	Chased to another location on the field. Hazed them off the field from second location.
John Doe 1/1/15 5:00pm	Pheasant	RWY 31 by C4	2	0	0	Struck By Delta CRJ. Logged into FAA bird strike website
John Doe 1/1/15 5:00pm	N/A	N of D2	-	-	-	Placed noise cannon in this location
John Doe 1/1/15 5:00pm	N/A	N of hangar 5	-	-	-	Placed poison for ground squirrels
John Doe 1/1/15 5:00pm	Ground squirrels	West of shop	50+	0	25	
John Doe 1/1/15 5:00pm	N/A	Culvert S of ARFF Station	-	-	-	Installed grate over culvert to prevent coyotes from getting onto property.

EXHIBIT 7B

BISMARCK AIRPORT					
FUEL SITE INSPECTION REPORT					

Date: 08/04/06	Firm:	Operator:		Operator ID #:	

INSPECTION TYPE: ☐ Spot ☐ Quarterly

EMERGENCY FUEL SHUT OFFS		
IFC Chapter 34 & NFPA 407	Pass	Fail
1. Located outside probable spill area	☐	☐
2. Near route that would normally be used to exit spill area or to reach fire extinguishers	☐	☐
3. At least one shutoff conveniently accessible to each fueling position	☐	☐
4. Must shut off fuel flow to all hydrants that have a common exposure	☐	☐
5. Access to shutoffs must be kept clear at all times	☐	☐
6. Must be operationally checked quarterly	☐	☐
7. Are in addition to deadman controls	☐	☐
8. Deadman controls in working order and not tampered with	☐	☐

PLACARDS		
IFC Chapter 34 & NFPA 407		
1. EMERGENCY FUEL SHUTOFF lettering at least 2" high	☐	☐
2. Method of operation indicated by arrow or word "PUSH" or "PULL"	☐	☐
3. Lettering to be sharply contrasting from background	☐	☐
4. Can be seen from a distance of 25 feet	☐	☐
5. Located at least 7 feet above grade	☐	☐
6. Storage tanks shall bear a label and placard to indentify material theirin.	☐	☐

PIPING		
IFC Chapter 34 & NFPA 407		
1. Piping properly labeled with product name	☐	☐
2. Buried flanges or valves not permitted	☐	☐
3. No leaks allowed	☐	☐

NOTES:

FIRE EXTINGUISHERS		
IFC Chapters 9,11&NFPA 10	Pass	Fail
1. One required at each loading station. Additional extinguishers as required.	☐	☐
2. Extinguishers adequately mounted with contrasting background	☐	☐
3. Weatherproof tag attached. Tamper devices intact. Tag current	☐	☐
4. Extinguishers protected from weather	☐	☐
5. Unrestricted access to each extinguisher	☐	☐

BONDING/GROUNDING		
IFC Chapter 34 & NFPA 407		
1. Bonding wires kept on a reel or properly stored	☐	☐
2. Bonding wires in good condition	☐	☐
3. Clamps in good working order	☐	☐

HOSES		
IFC Chapter 34.11 & NFPA 407		
1. Hoses shall be free of cracks and excessive wear	☐	☐
2. Hoses must be properly stored	☐	☐
3. Nozzles covered or capped	☐	☐
4. No banded clamps	☐	☐

SIGNAGE		
IFC Chapter 34&NFPA 407,704	☐	☐
1 FLAMMABLE and NO SMOKING signs required and at least 3" high		
2. Type of fuel required on piping and at dispensing site, "JET A" and "AVGAS"	☐	☐

STORAGE		
IFC Chapter 34 & NFPA 407		
1. No Open trash containers	☐	☐
2. Grounds kept free weeds, traxh or other combustibles	☐	☐
3. No open fuel containers	☐	☐
3. All containers properly marked	☐	☐

INSPECTOR	
Signature	
Print Name	

Original Date _____

Revision Date 12/9/2004 _____

FAA Approval: _~Jesse Curnij~_ 8/22/06

* If violations are found, corrective action MUST be documented during additional inspections!

EXHIBIT 7A

BISMARCK AIRPORT				
FUEL SERVICE VEHICLE INSPECTION REPORT				
Date:	Firm:	Operator: AIR BP		Operator ID #:
Vehicle Type: ☐ Tanker ☐ Hydrant Cart ☐ Other		Type of fuel:	☐ Jet A ☐ AvGas ☐ Auto Fuel	Capacity: gals

INSPECTION TYPE: ☐ Spot ☐ Quarterly

EMERGENCY CUTOFF SYSTEM

IFC Chapter 11 & NFPA 407 — Pass / Fail

1. "EMERGENCY FUEL SHUTOFF" sign at least 2" high, contrasting color ☐ ☐
2. Method of operation "PUSH" or "PULL" or indicated by an arrow ☐ ☐
3. Two cutoffs required, one on each side of the vehicle ☐ ☐
4. Quick acting, remote from fill openings and discharge outlets ☐ ☐
5. Must be operable from ground or any elevated platform ☐ ☐
6. Checked for proper operation during fueling operation ☐ ☐

HOSES AND NOZZLES

IFC Chapter 11 & NFPA 407

1. Dust caps and nozzles stored properly ☐ ☐
2. Extend hose, check for leaks using working pressure ☐ ☐
3. Check nozzle screen for hose particles ☐ ☐
4. Check for kinked, crushed, soft, or severely worn hoses. ☐ ☐
5. Deadman controls required, may be part of nozzle for overwing filling. ☐ ☐

BONDING and GROUNDING

IFC Chapter 11 & NFPA 407

1. Cables to be free of kinks, damage or paint ☐ ☐
2. Clamps to be free of paint, properly attached to vehicle, and in good working ☐ ☐
3. Both clamps and cables stored properly to prevent damage ☐ ☐

LIGHTS

IFC Chapter 11 & NFPA 407

1. Head, brake, tail and marker lights operational ☐ ☐
2. No cracked or missing lenses, Must be fully enclosed and gasketed ☐ ☐

NOTES: _____

INSPECTOR SIGNATURE:_____
Print Name :_____

Original Date:12/0904
Revision   Date:

SIGNAGE & PLACRDS

IFC Chapters 11&34 / NFPA 407&704 — Pass / Fail

1. The word "FLAMMABLE" on each side and rear in 3" high letters. ☐ ☐
2. Product name "AVGAS" of "JET A" on each side and rear in 3" high letters ☐ ☐
3. "NO SMOKING" on all sides, front, rear and cab of vehicle ☐ ☐
4. Signs must be unobstructed ☐ ☐
5. Shall bear label & Placard to indentify the material theirin ☐ ☐

FIRE EXTINGUISHERS

IFC Chapters 9&11 / NFPA 10&407

1. Tankers: two 20# B/C rated extinguishers, one on each side with current inspection Hydrant carts: at least on 20# B/C rated extinguisher ☐ ☐ / ☐ ☐
2. Readily accessible from the ground. ☐ ☐
3. Area adjacent to or behind extinguisher contrasting color ☐ ☐
4. Extinguisher to be kept clear of ice, snow, or equipment ☐ ☐

GENERAL VEHICLE

IFC Chapter 11 & NFPA 407

1. Exhaust not to discharge near fueling pumping equipment. No leaks allowed. Must be secured to vehicle. ☐ ☐
2. Electrical equipment located outside the cab must be rated for hazardous locations ☐ ☐
3. All compartments to have open floor for adequate ventilation ☐ ☐
4. Batteries to be covered and secured ☐ ☐
5. Tire condition: ☐ Good ☐ Fair ☐ Poor
6. Operating parking brake or two wheel chocks ☐ ☐
7. Windshield wipers/washers operating ☐ ☐
8. Windshield defroster and blower operating ☐ ☐
9. No fluid leaks from engine ☐ ☐

VEHICLE CAB

IFC Chaopter 11 & NFPA 407

1. "NO SMOKING" sign in 3" letters conspicuously posted ☐ ☐
2. Ashtray and lighter removed or inoperable and cab free of trash and combustibles ☐ ☐

OPERATOR (IF VIOLATIONS ARE FOUND)
Signature: _____
FAA Approval: _~Jesse Carrign~_   8/22/06

* If violations are found, corrective action MUST be documented during additional Inspections!

Exhibit 12A

Runway 3 PAPI Preventive Maintenance Inspection Checklist – CY 2016

Ref. AC 150/5340-26 Current Edition

Daily

1. Check lamps for operation.

   See daily self-inspection form.

   - Confirm all lamps are burning and are of equal brightness. Lamps should be replaced immediately if they burn out or become darkened.
   - Check that vegetation growth is not obscuring VGSI equipment.

Monthly

	Jan:	Feb:	Mar:	Apr:	May:	Jun:	Jul:	Aug:	Sept:	Oct:	Nov:	Dec:
Date Completed												
Inspector Initials												
Satisfactory/Unsatisfactory	S/U	S/U	S/U	S/U	S/U	S/U	S/U	S/U	S/U	S/U	S/U	S/U

2. Check operation of controls.
   - Check photocell brightness control and runway light circuit interlock (if used), radio control (if used), and/or remote control switch.

3. Check for damage by service vehicles or aircraft.

4. Clean lamps and filters.

5. Check mechanical parts for damage.
   - Visually check mechanical parts for cleanliness, burned wires or connections, cracked insulators, lamps or filters, etc.

6. Check lightning arresters.
   - Check if the lightning arresters and/or surge suppressors are scorched or show other signs of being burned out, and replace as necessary.

7. Check for water damage or insect infestation.
   - Check the lamp boxes and adapter units for damage or debris from water and local wildlife and clean or repair as needed.

8. Check for presence of rodents.
   - Check for burrows or other signs of rodent activity in vicinity of cables; take steps to discourage their presence to minimize likelihood of cable damage.

9. Check alignment and aiming of light boxes.
   - Check the horizontal and lateral alignment of the light boxes, and check the aiming (vertical angle) with the PAPI aiming instrument. Record the angle setting and the date in a maintenance log.
   - Check the aiming of VGSI equipment after any contact with mowing equipment or agricultural activities.

10. Check leveling and operation of tilt switch.

FAA Approval _____

Original Date:08/19/2015
Revision Date:_____

Exhibit 12A

Runway 21 REIL Preventive Maintenance Inspection Checklist – CY 2016

Ref. AC 150/5340-26 Current Edition

Daily

1. Check operation of lamps.
   - Check that lamps are operating and are flashing in proper sequence.
   - Check for vegetation or other obstruction around lights.

See Daily Self Inspection Form.

Bi-Monthly

	JAN:	MAR:	MAY:	JUL:	SEPT:	NOV:
Date Completed / Inspector Initials						
Satisfactory/Unsatisfactory	S/U	S/U	S/U	S/U	S/U	S/U

2. Check the operation of controls.
   - Check the controls for proper operation. Observe operation on each intensity step.
3. Check cleanliness of optical system.
   - Check cleanliness of optical surface, both interior and exterior.
4. Check for mechanical damage or misaligned parts.
   - Check for damage or misaligned lights.
5. Check operation of interlocks.
   - Check interlock device on door of each cabinet. Verify that shutdown occurs when each door is opened.

Semi-Annually

	APR:	OCT:
Date Completed / Inspector Initials		
Satisfactory/Unsatisfactory	S/U	S/U

6. Check cabinets for cleanliness and moisture.
   - Check the interior of control panel and flasher cabinets for cleanliness and moisture.
7. Check electrical connections.
   - Check electrical contacts and connections to ensure tightness.
8. Check alignment and elevation of unidirectional REIL. Check only elevation of omnidirectional units.
   - Check and adjust alignment and elevation of light units. For omnidirectional units, check only the elevation. For unidirectional REILs, check alignment and elevation using the following tools:
     (1) A plywood triangle cut to angles of 15 degrees, 80 degrees, and 85 degrees.
     (2) A 4-inch line level.
9. Realign unidirectional REILs, as required.
   - The procedure to align the unidirectional REIL is as follows:
     (1) To check the 15-degree toe-out, hold the triangle horizontally against the face with the 15-degree angle pointed toward the other light unit. By aligning the outside edge of the triangle to point at the opposite light unit, 15-degree toe-out is achieved.

FAA Approval _____

Original Date: 08/19/2015
Revision Date: _____

Bismarck Municipal Airport
SWPPP Inspection Form
Permit Number: NDR05-0337

Date/Time	Inspector	Area of Inspection	Weather Conditions	Observation (Including Issue's Noted, Recommendations for Corrective Action	Corrective Action Taken (Date, Time, Party Completing Action

EMS REPORT
Bismarck Airport Fire Department

Incident Information		Location of Call				Personnel On Scene	
Incident #							
City IR #		Run Type		Notified By			
Date		Airport	Mutual Aid	Notified Via			
Time		Trauma	Trauma	Ambulance Requested			
Enroute		Medical	Medical	Ambulance Arrived		Supplies Used	
On Scene		Other	Other				
Terminated		Initial Complaint					
In Quarters		Assessed Complaint					

Mutual Aid On Scene							
Bismarck FD		Airport Security		Airport Maintenance		National Guard	Other
Bismarck PD		Sheriff		Executive Air Taxi		State Patrol	TSA
Metro Ambulance		Airport OPS.		Bismarck Aero Center		Bismarck Rural FD	

Narrative- Description of Bismarck Airport Fire Department Action Taken

Patients Vitals	Time		Patients Vitals	Time		Patients Vitals	Time	
Pulse			Pulse			Pulse		
Blood Pressure			Blood Pressure			Blood Pressure		
Respiratory Rate			Respiratory Rate			Respiratory Rate		
Skin			Skin			Skin		
Pupils L	R		Pupils L	R		Pupils L	R	

Patients Information		Hospital Taken To	
Name		St. Alexius	
Address		Med Center One	
Phone Number		Refused Care	
Date of Birth		Refused Transport	

Official Making Report	Shift Officer In Charge

AIRCRAFT REPORT

Bismarck Airport Fire Department

Incident Information		Location of Call			Personnel On Scene	
Incident #						
City IR #		**Run Type**		Notified By		
Date		Alert 1	On Airport	Notified Via		
Time		Alert 2		Mutual Aid Requested		
Enroute		Alert 3	Off Airport	Mutual Aid Arrived		Supplies Used
On Scene		Other	X			
Terminated		Initial Problem				
In Quarters		Assessed Problem				

Mutual Aid On Scene							
Bismarck FD		Airport Security		Airport Maintenance		National Guard	Other
Bismarck PD		Sheriff		Executive Air Taxi		State Patrol	TSA
Metro Ambulance		Airport OPS.		Bismarck Aero Center		Bismarck Rural FD	

Narrative- Description of Bismarck Airport Fire Department Action Taken

Aircraft Information			Owners Information		
Aircraft Registration #			Name		
Manufactorer			Address		
Year			Phone Number		
Series/Model			**Weather**		

Supplies Used			Temperature		Berometric Pressure	
Water (Gal)			Wind Direction		Wind Speed	
Foam (Gal)			Dew Point		Ceiling	
Dry Chem. (LBS)			Visibility		Surface Conditions	
			Conditions		Precipitation	

Pilots Information			Number of Injuried	
Name			Number of Fatalities	
Address				
Phone Number				
Date of Birth		Certificate #		

Official Making Report		Shift Officer In Charge	
Captain James Huntington	1/9/2013	Captain James Huntington	1/9/2013

FIRE REPORT
Bismarck Airport Fire Department

Incident Information		Location of Call							Personnel On Scene	
Incident #										
City IR #			Run Type		Notified By					
Date		Airport	Mutual Aid	Notified Via					
Time		Fire	Fire	Mutual Aid Requested						
Enroute		Alarm	Alarm	Mutual Aid Arrived				Supplies Used		
On Scene		Other	Other							
Terminated		Initial Problem								
In Quarters		Assessed Problem								

Mutual Aid On Scene									
Bismarck FD		Airport Security		Airport Maintenance		National Guard		Other	
Bismarck PD		Sheriff		Executive Air Taxi		State Patrol		TSA	
Metro Ambulance		Airport OPS		Bismarck Aero Center		Bismarck Rural FD			

Narrative- Description of Bismarck Airport Fire Department Action Taken

Equipment Damaged or Lost	Property Damage	Weather	
		Temperature	
		Wind Direction	
		Wind Speed	
		Precipitation	

Responsible Parties Name	
Name	
Address	
Phone Number	
Date of Birth	

Official Making Report	Shift Officer In Charge

9   Appendix B – GIS Environment

The City of Bismarck's GIS program operates as a central service within the IT/GIS Division of the City's Finance Department.   GIS resources currently support business needs of many in-scope service areas represented in Section 1.2 of this request for proposal (RFP). The City participates in a small government Enterprise Licensing Agreement (ELA) with Esri, Inc. The City manages ArcGIS desktop, server, and Online products with extensions. The City has approximately 150 desktop users with a majority using lightweight viewers. They are extending their services to online users for both mobile viewing and editing using Collector for ArcGIS and/or ArcGIS Explorer. At this time, the Division sees opportunity to further exploit the capabilities of ArcGIS Online (AGO). For example, field staff are using AGO to perform inspections of storm water outfalls, street signs, and in the near future, curb-stop repairs.

The City does not have a mobile application OS preference at this time as it has issued a combination of iOS and Android mobile devices. It would like the flexibility of using mobile applications that are compatible with both types of OS environments. For browser based applications, it would expect to maintain compatibility with the standards identified in Section 1.4 of this RFP.

Through the City's research it understands there are different methods of linking GIS features within its Esri database (MS SQL Server) environment to the WMS system's asset database.   The association between these two systems does not necessarily imply the future WMS database exists within the Esri database to maintain these relationships. Vendors may have alternative approaches to link these databases. The approach taken to achieve this integration should be represented in the vendor's proposal response.

The City's partial GIS asset registry is provided in the table below. To further explore the City's available online resources, a directory of available online services can be accessed at: http://gis.bismarcknd.gov/arcgis/rest/services

Asterisks are placed next to the layers for which the City's GIS team manages unique identification control numbers. The approach for maintaining these unique feature indexes with the future WMS should be also be represented in the vendor's proposal response.

Sanitary Sewer
> ***Invert Points** – point features containing plugs, tees, wyes, and bends
> ***Lift Station** – polygon features representing the lift stations operated by the City
> ***Manhole** – point features with standard, air release, lamp pole, outfall, and cleanout subtypes
> ***Pipe** – line features with gravity, force main, discharge, emergency outfall, sludge, lagoon, and abandoned subtypes
> **Pre-Treatment** – point feature that represents the pre-treatment plant operated by the City
> ***Valve** – point features with check, gate, and plug subtypes
> **Backups** – point features that represent historical locations of sewer backups
> **SSO** – point features that represent historical locations of sanitary sewer overflows

Storm Sewer
> **Groundwater Collection** – line features that represent underdrain/perforated pipe installed
> **Pollution Control Structure** – point features that represent locations where pollution control structures have been installed
> ***Air Release –** point features that represent air releases installed by the City

*Cleanout – point features that represent locations where pipes may be accessed for flushing debris
Detention Ponds – polygon features that represent designated water storage areas during precipitation events
*Energy Dissipater – point features that represent devices designed to protect downstream areas from erosion by reducing the velocity of flow to acceptable limits
*Inlets – point features with catch basin, inlet, and slotted drain subtypes
*Manhole – point features that represent locations with access points for connections, valve adjustments, and inspections
*Outfall – point features that represent locations where stormwater exits the pipe network, inspected annually
*Pipe – line features with force main, abandoned, box culvert, concrete flume, overflow, and pipe subtypes
Pump Station – polygon features that represent pump station facilities operated by the City
*Tee – point features that represent locations where three segments of pipe connect at a junction
*Valve – point features that represent locations where valves are installed
Vault – point features that represent locations where vaults are installed

Street Lights
*Faults – point features that represent locations where electrical faults have occurred and been repaired
*Feed Point – point features that represent locations where feed points exist
*Junction Box – point features that represent locations of junction boxes maintained by the City
*Outlet – point features that represent locations where outlets exist
*Pole – point features that represent locations of street lights maintained by the City
Transformer – point features that represent locations of MDU and Capital Electric transformers
*Wire – underground or overhead line features with aluminum, copper, or sign structure subtypes for street light poles

Traffic Signal Lights
*Battery Backup – point features that represent locations where battery backups have been installed
*Controller Cabinet – point features that represent locations of installed controller cabinets
Detector Wire – line features that represent locations that detector wire is installed
Detectors – point features that represent locations of installed detectors for traffic signals
Disconnects – point features that represent locations of installed disconnect/transfer switches for controller cabinets
*Flasher – point locations that represent flashers to warn motorists of traffic signals ahead
Flasher Controller Cabinet – point locations that represent installed controller cabinets for flashers
Flasher Wire – line features that represent installed wire for flashers
Interconnect Wire – line features that represent installed wire for interconnects
Opticom Wire – line features that represent installed wire for isolated opticoms
*Pull Box – point features that represent installed pull boxes for traffic signals
Push Button Wire – line features that represent installed wire for pedestrian push buttons
*Push Buttons – point features that represent installed push buttons for pedestrian crossing

RR Controller – point features that represent locations of railroad owned controller bungalow

RR Pre-Emption – line features that represent installed wire for preemption communication with the railroad controller bungalow

***Signal Pole –** point features that represent locations where traffic signal light poles exist

Signal Wire – line features that represent installed wire for traffic signal lights

***Stand Alone Opticom –** point features that represent installed stand-alone opticom receivers

Transformer – point features that represent locations of MDU and Capital Electric transformers

***Vehicle Ped Pole –** point features that represent locations of installed poles to signal pedestrians and motorists of crossing

Water

Abandoned Water Pipe – line features where pipes maintained by the City have been removed

Curb Stops – point features that represent shut-off valves for water service

SCRW Pipes – line features that represent pipes for South Central Regional Water (non-City)

Water Breaks – point features that represent locations where broken water mains have occurred and been repaired

Hydrants – point features that represent locations of both City and private fire hydrants

Hydrant Flushing Zone – polygon features that represent neighborhoods where groups of hydrants are flushed

Inverts – point features that contain tees, bends, crosses, plugs, tapping saddles, and welded outlet subtypes

Manholes – point features that contain metered-manholes and flow control valves

Pipe – line features that contain both water mains and hydrant leads for water service maintained by the City

Pressure Zones – polygon features that display various pressure zones for water distribution

Pump Station – polygon features that represent locations of pumping stations for water distribution for the City

Reservoir – line features that represent the outline of water reservoirs operated by the City

Valves – point features that contain gate, butterfly, and check subtypes of water valves

Vaults – polygon features that represent locations where vaults are installed

Forestry

***Trees** – point features that represent identified future planting sites, existing tree locations, removed trees, and pruned tree

Tree Zones – line features that show divisions between zones for inventory and pruning rotations

Other Misc. Reference Layers Potentially Used by WMS:

    *Addresses – point features that show locations of all assigned house numbers and subaddresses (units) within Burleigh County

    *Parcels – polygon features that represent the boundaries/ownership information tied to assessing records

    Building Footprints – polygon features that represent building outlines

    *Streets – line features that represent the road centerlines of all public and private streets within Burleigh County

    Airport – line features that represent outlines of pavement edges within the airport

    Street Sign Posts – point features that represent sign posts maintained by the City, related to one or more signs

    Curb Ramps – point features (maintained by Engineering) that represent ramps from sidewalks to street for pedestrian crossing

    Sidewalks – line features (maintained by Engineering) that represent installed and future sidewalks to be maintained by the City